



City Council Meeting AGENDA

REGULAR MEETING MONDAY, SEPTEMBER 26, 2016 7:00 PM

MAYOR: GENE WINSTEAD

**COUNCILMEMBERS: TIM BUSSE
DWAYNE LOWMAN
JACK BALOGA**

**KIM VLAISAVLJEVICH
ANDREW CARLSON
JON OLESON**

To address the Council on an item from the agenda, please approach the podium, ask to be recognized, clearly state your name and address, and sign the roster. Comment on items not on tonight's agenda during the Public Comment Period. Assistive listening devices are available for those who may need them.

View regular meetings live or via archive at BloomingtonMN.gov, keyword: Webcast. Catch the replay on Comcast cable by tuning to Bloomington TV channels 14(SD) and 859(HD) and CenturyLink Prism TV channel 8214, the Wednesday after a meeting at 7:00 p.m. and the following Thursday at 1:00 a.m., 7:00 a.m. and 1:00 p.m.

***BloomingtonMN.gov:** A yearly meeting schedule is available in the Council section. Also posted in this section are agendas (the Friday before a regular meeting), and the official minutes.*

1. WELCOME

1. GREETING TO COUNCIL
- 1.1. CALL TO ORDER - 7:00 PM

2. INTRODUCTORY

- 2.1. FLAG PRESENTATION
- 2.2. Public Health Accreditation Plaque Presentation

3. CONSENT BUSINESS

- 3.1. Local Surface Water Management Plan Update
- 3.2. Funding 2016 Community Investment Program Misc. Park Improvements and Equipment
- 3.3. Bigelow; 9915 Portland; Fence Variance
- 3.4. Approval of Additional Election Judges
- 3.5. Travel Request - Approve
- 3.6. Resolution Abating Debt Service Levies
- 3.7. Meeting Minutes City Council - Approval
- 3.8. 2017 City of Richfield Contract for Environmental Health Inspection Services
- 3.9. Order 2016-902 Storm Sewer and Pond Maintenance Project
- 3.10. 2017 City Council Meeting Calendar Approve

4. PUBLIC COMMENT PERIOD

- 4.1. Response to Prior Meeting's Public Comments
- 4.2. Public Comment

5. LICENSING DIVISION: PUBLIC HEARINGS

- 5.1. New On-Sale Intoxicating Liquor License Application – Green Mill

6. DEVELOPMENT BUSINESS: PUBLIC HEARINGS – No Items

7. TRANSPORTATION & UTILITY IMPROVEMENTS: PUBLIC HEARINGS – No Items

8. ORDINANCES: PUBLIC HEARINGS – No Items

9. OTHER: PUBLIC HEARINGS

- 9.1. Delinquent Water, Sewer, Storm Sewer, and Solid Waste
- 9.2. Public Nuisance Abatement Assessment
- 9.3. Civil Fines for Property-Related Violation Assessments
- 9.4. Delinquent Weed/Brush Removal Assessments
- 9.5. Delinquent Tree Removal Assessments
- 9.6. Property Assessment Clean Energy Agreement and Assessment Approval

10 ORGANIZATIONAL BUSINESS

- 10.1. City Council Policy and Issue Update
- 10.2. Creative Placemaking Commission Nominations
- 10.3. Resolution Adopting 2017 Internal Service Fund Budgets
- 10.4. Supplemental Cultural Arts Grant

11. ADJOURN

Request for Council Action

Originator Public Health	Item Public Health Accreditation Plaque Presentation
Agenda Section Introductory	Date 9/26/2016

Description

The City of Bloomington, as a Community Health Board (CHB) and through its Public Health Division, was recently awarded National Accreditation from the Public Health Accreditation Board (PHAB). This accreditation, good for a period of five years, means Bloomington Public Health is one of only seven CHBs in Minnesota and one of only 150 CHBs in the country to achieve accreditation. PHAB sets the standard of accreditation to improve and protect the public's health by advancing and transforming the quality and performance of the nation's CHBs. The City is accredited as "Bloomington Public Health/Public Health Alliance of Bloomington, Edina and Richfield."

Item created by: Nancy Tadros, Public Health Division

Presenter: Bonnie Paulsen, Public Health Administrator and Nicholas Kelley, Asst. Public Health Administrator

Requested Action

Presentation of PHAB Plaque – no action required.

Attachments:

Request for Council Action

Originator Engineering	Item Approval of Professional Services Agreement to update the City's Surface Water Management Plan
Agenda Section Consent Business	Date 9/26/2016

Description

The city's surface water management plan needs to be updated to meet the requirements listed in the Metropolitan Council's criteria for Comprehensive Plan updates, the requirements under Minnesota Rules Chapter 8410, and Minnesota Statutes 103B.235.

In addition to meeting the requirements above it is the City's intent to use this document to communicate organizational goals and the actions needed to achieve those goals. This plan update shall be a disciplined effort that produces fundamental decisions and actions that shape and guide water resources management for the City of Bloomington today and into the future.

City Council is requested to consider approving the Professional Services Agreement for the Local Surface Water Management Plan Update. Engineering Staff sent a Request for Proposals to the following engineering consulting firms: SRF Consulting, Bolton & Menk, Barr Engineering, and Burns and Macdonald. The three proposals were reviewed, evaluated, and scored based on the Consultant's personnel, project understanding, cost to value, and schedule. Burns and MacDonald chose not to submit a proposal.

The recommended consultant is Barr Engineering Co. at a base cost of \$56,865.00 plus an \$8,135.00 contingency; the total budget is \$65,000.00.

If approved, the work will begin immediately with a completion by October 2017 for inclusion in the city's comprehensive plan. Staff will return to Council for a study session in summer 2017 followed by a regular Council meeting to adopt the final plan in fall 2017.

Funding for this work is available in the storm utility budget 665545-52990

The agreement has been reviewed by the Legal Department staff.

Item created by: Bryan Gruidl, Sr. Water Resources Manager

Presenter: Shelly Hanson, City Engineer

Requested Action

Staff recommends Council approve the agreement with Barr Engineering Co. in the amount of \$65,000.00 for the update to the Local Surface Water Management Plan

Attachments:

**AGREEMENT BETWEEN THE CITY OF BLOOMINGTON
AND CONSULTANT**

THIS AGREEMENT is made this ____ day of _____, 2016, by and between the City of Bloomington, a Minnesota municipal corporation located at 1800 West Old Shakopee Road, Bloomington, Minnesota 55431 (hereinafter referred to as the "City"), and Barr Engineering Co., located at 4300 MarketPointe Drive, Suite 200, Minneapolis, Minnesota 55435 (hereinafter referred to as the "Consultant").

WITNESSETH

WHEREAS, the City has a need for a Consultant on the Local Surface Water Management Plan Update (hereinafter referred to as the "Project"); and

WHEREAS, the Consultant is a consulting firm and it represents that it has the professional expertise and capabilities to perform its duties on this Project; and

NOW, THEREFORE, in consideration of the terms and conditions expressed herein, the parties agree as follows:

I. TERM OF AGREEMENT

The term of this Agreement shall commence on the date an executed Agreement is received by the Consultant and expire on December 31, 2017 based on completion of all the terms and conditions of this Agreement, subject to termination as provided in Subdivision V.

II. DUTIES OF CONSULTANT

- A. The Consultant agrees to provide the services in accordance with the Request for Proposal related to the Local Surface Water Management Plan Update dated July 29, 2016 which is attached hereto and incorporated by reference herein as Exhibit A, the Consultant's Proposal dated August 26, 2016 which is attached hereto and incorporated by reference herein as Exhibit B, and the Consultant's amendment dated September 15, 2016 which is attached hereto and incorporated by reference herein as Exhibit C. All work will be performed consistent with the guidelines set forth in Exhibits A, B, and C.
- B. The Consultant shall provide the above-mentioned services on an hourly basis as identified in Exhibits A, B, and C. The total amount of work authorized, including reimbursable expenses, shall not exceed throughout the entire term of this Agreement Sixty Five Thousand Dollars and 00/100ths (\$65,000.00), which is equal to the bid amount of Fifty Six Thousand Eight Hundred Sixty Five Dollars and 00/100ths (\$56,865.00) plus a contingency of \$Eight Thousand One Hundred Thirty Five Dollars and 00/100ths (\$8,135.00). All requests for payment from the contingency will be presented to the City in the form of a change order and must be approved by the City Manager.
- C. The Consultant shall defend, indemnify and hold harmless the City of Bloomington, its officers, officials, agents and employees, from any and all claims, causes of action, lawsuits, damages, losses, or expenses, including attorney fees, arising out of or resulting from the Consultant (including its officers, officials, agents, employees or subcontractors) performance of the duties

required under this Agreement, provided that any such claim, damages, loss or expense is attributable to bodily injury, sickness, diseases or death or to injury to or destruction of property including the loss of use resulting therefrom and is caused in whole or in part by any negligent act or omission or willful misconduct of Consultant.

- D. It is agreed that nothing herein contained is intended or should be construed in any manner as creating or establishing the relationship of copartners between the parties hereto or as constituting the Consultant staff as the agents, representatives or employees of the City for any purpose in any manner whatsoever. The Consultant and its staff are to be and shall remain an independent contractor with respect to all services performed under this Agreement. The Consultant represents that it has, or will secure at its own expense, all personnel required in performing services under this Agreement. Any and all personnel of the Consultant or other persons, while engaged in the performance of any work or services required by the Consultant under this Agreement shall not be considered employees of the City, and any and all claims that may or might arise under the Workers' Compensation Act of the State of Minnesota on behalf of said personnel or other persons while so engaged, and any and all claims whatsoever on behalf of any such person or personnel arising out of employment or alleged employment including, without limitation, claims of discrimination against the Consultant, its officers, officials, agents, Consultant or employees shall in no way be the responsibility of the City; and the Consultant shall defend, indemnify and hold the City, its officers, officials, agents and employees harmless from any and all such

claims regardless of any determination of any pertinent tribunal, agency, board, commission or court. Such personnel or other persons shall not be required nor be entitled to any compensation, rights or benefits of any kind whatsoever from the City, including, without limitation, tenure rights, medical and hospital care, sick and vacation leave, Workers' Compensation, Unemployment Compensation, disability, severance pay and PERA.

- E. The parties agree to comply with the Minnesota State Human Rights Act, Minnesota Statutes, Chapter 363A, as amended.
- F. The Consultant shall not commence work under this Contract until all insurance required under this article has been obtained and until copies of policies and certificates required by this article are submitted to the City, Attention: Office of the City Clerk, at the address listed above. The Consultant shall not allow any subcontractor or subconsultant to commence work until the insurance has been obtained and copies of policies and certificates submitted to the City Clerk.
- 1. Commercial General Liability and Property Damage Insurance.

The Consultant shall maintain at its own cost and expense, commercial general liability and property damage insurance the following amounts:

- Commercial General Liability Insurance of at least \$500,000 per individual and \$1,500,000 for injuries or death arising out of each occurrence.
- Property damage liability in the amount of \$1,500,000 for each occurrence.

To meet the above requirements, the Consultant may use a combination of Commercial General Liability and Umbrella coverage, as long as the City approves such use and it is evidenced on the Certificate of Insurance naming the City as an additional insured on both policies. The Umbrella needs to be a following form coverage and provide a thirty (30) day notice of cancellation.

2. Worker's Compensation Insurance.

The Consultant shall carry Worker's Compensation Insurance as required by Minnesota Statutes, Section 176.181 subd 2.

3. Automobile Insurance.

Consultant shall secure and maintain during the life of this Agreement automobile liability insurance in the minimum amount of \$500,000 for bodily injuries, including death, for any one individual and \$1,500,000 per occurrence; and automobile property damage insurance in the minimum amount of \$1,500,000. Each motor vehicle, including hired vehicles, engaged in operation within the terms of this Contract shall be covered by such automobile insurance.

4. Professional Insurance.

Consultant agrees to maintain professional liability insurance in the amount of \$1,000,000 annual aggregate during the term of this Agreement.

5. Certificates.

The Consultant shall name the City as additionally insured on its commercial general liability policy. The Consultant will also provide a certificate of insurance evidencing all other required coverages prior to beginning work

contemplated under this agreement. Certificates of insurance must be filed with the City and shall include a provision that states the insurance company shall give the City at least thirty (30) days written notice prior to cancellation, non-renewal or any material change in the policy.

- G. The Consultant shall comply with all applicable provisions of the Minnesota Government Data Practices Act, Chapter 13 of the Minnesota Statutes.
- H. This Agreement shall not be assignable except at the written consent of the City.
- I. The books, records, documents, and accounting procedures of the Consultant, relevant to this Agreement, are subject to examination by the City, and either the legislative or state auditor as appropriate, pursuant to Minnesota Statutes, Section 16C.05, subd. 5.
- J. The parties agree to comply with all applicable local, state and federal laws, rules and regulations in the performance of the duties of this Agreement in effect at the time of the Agreement.
- K. The City and Consultant agree to submit all claims, disputes and other matters in question between the parties arising out of or relating to this Agreement, to mediation. The mediation shall be conducted through the Conflict Resolution Center, 2101 Hennepin Avenue, Suite 100, Minneapolis, Minnesota 55405. The parties hereto shall decide whether mediation shall be binding or non-binding. If the parties cannot reach agreement, mediation shall be non-binding. In the event mediation is unsuccessful, either party may exercise its legal or equitable remedies and may commence such action prior to the expiration of the applicable statute of limitations.

- L. The Consultant agrees to comply with the Americans with Disabilities Act (ADA), Section 504 of the Rehabilitation Act of 1973, as amended from time to time, and not discriminate on the basis of disability in the admission or access to, or treatment of employment in its services, programs or activities. The Consultant agrees to hold harmless and indemnify the City from costs, including but not limited to damages, attorney's fees and staff time, in any action or proceeding brought alleging a violation of ADA and/or Section 504 caused by the Consultant. Upon request, accommodation will be provided to allow individuals with disabilities to participate in all services, programs and activities. The Contractor agrees to utilize their own text telephone or the Minnesota Relay Service in order to comply with accessibility requirements. The City has designated coordinators to facilitate compliance with the Americans with Disabilities Act of 1990, as required by Section 35.107 of the U.S. Department of Justice regulations, and to coordinate compliance with Section 504 of the Rehabilitation Act of 1973, as mandated by Section 8.53 of the U.S. Department of Housing and Urban Development regulations.
- M. The Consultant agrees that the City will have the right to use, reproduce, and modify, as it desires any data, reports, analyses, and materials which are collected or developed by the Consultant as a result of this Agreement. Any reuse shall be at the City's sole risk and the City shall defend, indemnify, and hold harmless Consultant from any and all claims arising therefrom.

- N. Consultant shall use that degree of care and skill ordinarily exercised under similar circumstances by reputable members of its profession practicing in the same locality.
- O. Any delays in, or failure of performance by City or Consultant, other than payment of money, shall not constitute default hereunder if and to the extent such delays or failures of performance are caused by occurrences beyond the control of City or Consultant, as the case may be, including but not limited to: act of war; rebellion or sabotage or damage resulting therefrom; fires, floods, explosion, accidents; or any causes, whether or not of the same class of kind as those specifically above named, which are not within the control of City or Consultant, respectively, and which by the exercise of reasonable diligence, City or Consultant are unable to prevent.
- P. Consultant shall retain its rights in its standard drawing details, designs, specifications, databases, computer software and any other proprietary property. Rights to intellectual property developed, utilized, or modified in the performance of the services shall remain the property of the Consultant. Consultant has no objection to the City reusing the drawings and documents in its possession from the Consultant with the limitations specified in Paragraph M of this Agreement.
- Q. The Consultant agrees, as a condition of being awarded this Contract, to require each of its officers, officials, agents and employees to abide by the City of Bloomington's policies prohibiting sexual harassment, firearms and smoking, as well as all other reasonable work rules, safety rules or policies regulating the conduct of persons on City property at all times while performing duties pursuant

to this Contract. The Consultant agrees and understands that a violation of any of these policies or rules constitutes a breach of the Contract and sufficient grounds for immediate termination of the Contract by the City.

III. DUTIES OF THE CITY

After both parties have signed this Agreement, and after the completion and acceptance of Consultant's performance of the duties under this Agreement, the City shall pay for the above-mentioned services on an hourly basis as set forth in Exhibits B and C. The total amount of work authorized, including reimbursable expenses, shall not exceed throughout the entire term of this Agreement Sixty Five Thousand Dollars and 00/100ths (\$65,000.00), which is equal to the bid amount of Fifty Six Thousand Eight Hundred Sixty Five Dollars and 00/100ths (\$56,865.00) plus a contingency of Eight Thousand One Hundred Thirty Five Dollars and 00/100ths (\$8,135.00). All requests for payment from the contingency will be presented to the City in the form of a change order and must be approved by the City Manager.

Payments to the Consultant will be made within thirty (30) days of receipt of invoice from Consultant.

IV. MISCELLANEOUS

- A. This Agreement represents the entire Agreement between the Consultant and the City and supersedes and cancels any and all prior agreements or quotes, written or oral, between the parties relating to the subject matter hereof; and amendments, addenda, alterations, or modifications to the terms and conditions of this Agreement shall be in writing and signed by both parties.

- B. This Agreement will be governed by the laws of the state of Minnesota.
- C. Signature/Execution: The person signing this Agreement (hereafter "Signatory") represents and warrants that the Consultant has authorized him/her to execute this Agreement on its behalf and agrees to be bound by its terms and conditions, including the agreement of the Consultant to indemnify and hold the City harmless. In the event the Consultant did not authorize the Signatory to sign on its behalf, the Signatory agrees to assume responsibility for the duties and liability of the Consultant, as set forth herein, personally.

V. TERMINATION

This Agreement may be terminated by the City with or without cause at any time upon ten (10) days written notice to the Consultant. In the event that such termination should take place at a time other than the completion of the work to be performed under this Agreement, the Consultant shall be paid for the work performed to the date of termination.

[REMAINDER OF THIS PAGE HAS INTENTIONALLY BEEN LEFT BLANK.]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be
executed the day and year first above written.

City of Bloomington

DATED: _____

By: _____
City Manager

Reviewed and approved by the City Attorney.

City Attorney

Consultant

DATED: 9/22/2016

By: Karen L. Chandler
Title of Signatory:
Vice President

Request for Proposals

**Local Surface Water Management Plan Update
For The City of Bloomington, MN**

July 11, 2016

Due: 12:00 Noon, CDT, Friday July 29, 2016

**Shelly Pederson, City Engineer
City of Bloomington
1700 West 98th Street
Bloomington MN 55431**

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List of Attachments

Attachment A. Sample City Contract

I. Introduction

The City of Bloomington is seeking proposals from qualified Consultants having experience in the area(s) of water planning and surface water management to complete an update to the City of Bloomington's Local Surface Water Management Plan.

II. Objective

The objective is to enter into a contract with the selected Consultant to prepare and facilitate a comprehensive update to the City's Local Surface Water Management Plan ("the Plan"). The Plan update is intended to meet the requirements listed in the Metropolitan Council's criteria for Comprehensive Plan updates, the requirements under Minnesota Rules Chapter 8410 and Minnesota Statutes 103B.235.

III. Definitions

ADDENDA – Written instruments issued by the City of Bloomington prior to the date for receipt of Proposals which modify or interpret the Request for Proposal (RFP) documents by addition, deletions, clarification or corrections.

CITY - The City of Bloomington, a political subdivision of the State of Minnesota.

CONTRACT DOCUMENTS - The proposed Contract will consist of this Request for Proposals, the submitted Proposal, including any diagrams, blueprints, addenda, and a form of agreement between the City and the Consultant.

CONSULTANT – the professional firm that is awarded the contract to complete an update to the City of Bloomington Local Surface Water Management Plan.

PROJECT – Preparation and facilitation of complete update to the City of Bloomington's Local Surface Water Management Plan consistent with Metropolitan Council's criteria for Comprehensive Plan updates, the requirements under Minnesota Rules Chapter 8410 and Minnesota Statutes 103B.235.

PROPOSAL – A complete and properly signed proposal to provide goods, commodities, labor or services for the sum stated and submitted in accordance with this Request for Proposal.

PROPOSER - The person, Contractor, corporation or other entity submitting a Proposal on items listed in these RFP Documents and thereby agreeing to meet the terms and conditions of the specifications if awarded the contract.

IV. Background

The City's most recent water resources management plan was adopted in October 2007 and is available on the City's website. The Plan needs to be updated to meet the requirements listed in the Metropolitan Council's criteria for Comprehensive Plan updates, the requirements under Minnesota Rules Chapter 8410 and Minnesota Statutes 103B.235.

The Plan must be approved by the Richfield-Bloomington Watershed Management Organization (RBWMO), Nine Mile Creek Watershed District (NMCWD), Riley Purgatory Bluff Creek Watershed District (RPBCWD), and the Lower Minnesota River Watershed District (LMRWD).

- The updated NMCWD plan is scheduled to be considered by the NMCWD Board in February of 2017.
- The updated RBWMO plan is scheduled to be considered by the RBWMO Board in March of 2017

In addition to meeting the requirements above it is the City's intent to use this document to communicate organizational goals and the actions needed to achieve those goals. This plan update shall be a disciplined effort that produces fundamental decisions and actions that shape and guide water resources management for the City of Bloomington today and into the future.

V. Inquiries

It shall be the responsibility of the Consultant to inquire about any portion of the RFP that is not fully understood or susceptible to more than one (1) interpretation. Written inquiries are required. Oral communications will not be accepted, except to confirm delivery of proposal or written correspondence. All questions concerning the RFP must reference the page number, section heading, and paragraph. Questions may be submitted via email - please place "Local Surface Water Management Plan Update Project Question" in the subject line.

Consultants needing additional technical information should contact **Bryan Gruidl, Project Manager** for the City of Bloomington Engineering Department via e-mail: BGruidl@BloomingtonMN.gov.

Consultants needing additional submittal or general requirement information should contact **Shelly Hanson, City Engineer** for the City of Bloomington Public Works Department, via email: SHanson@BloomingtonMN.gov.

All inquiries, questions, or clarifications must be submitted not later than seven (7) calendar days prior to the due date of this RFP. Those inquiries, questions, or clarifications submitted after this date will not be answered. All inquiries will be responded to within three (3) business days. Inquiries and the City's response will be provided to all Contractors who acquired an RFP.

Do not ask other City personnel questions, as information gathered from other sources may not reflect the City's position or interest and could result in disqualification.

The City reserves the right to contact Contractors individually for the purpose of clarifying Proposals.

Any Addenda to this RFP will be issued in writing. No oral statements, explanations, or commitments shall be provided. Contractors must return **Confirmation of Receipt of Addenda** with their proposals noting receipt of any addendums that may be issued.

VI. Pre-Proposal Conference/Meeting

The interested Consultants are welcome to attend a pre-RFP submittal meeting set for July 15, 2016, at 11:00 A.M. in the Public Works South Conference Room located at 1700 West 98th Street.

VII. Projected Timeline

<i>Milestones</i>	<i>Approximate Date</i>
Issue Request for Proposals	July 11, 2016
Pre-RFP review meeting	July 20, 2016, 11:00am – 12:00pm
Questions on RFP Due	July 22, 2016
Responses to Questions Posted by	July 25, 2016
Consultant Proposals due	July 29, 2016 (12:00 noon)
Evaluations of proposal	August 1- 3, 2016
Council or City Manager award contract to Consultant	August 15, 2016
Kick-off meeting and collection of data	August 17, 2016
Draft plan ready for agency review	February, 2017
City Council to adopt plan	September, 2017

VIII. Scope of Services

The services of a consulting firm are being requested to provide a comprehensive update to the City of Bloomington's Local Surface Water Management Plan.

The consultant is being asked to evaluate the existing plan and complete a comprehensive update to the plan that not only satisfies the regulatory requirements, but also provides the City with a document to communicate organizational goals related to surface water management and the actions needed to achieve those goals. This plan update shall be a disciplined effort that produces fundamental decisions and actions that shape and guide water resources management for the City of Bloomington today and into the future.

Services required of the Consultant are anticipated to commence upon approval of the proposal at the August 15, 2016 City Council meeting, and be completed by September 1, 2017. The following general work tasks and deliverables shall be included in the Consultant's proposal.

Project Schedule

- Kick-off meeting with City staff – The Consultant will run a project kick-off meeting to discuss the objectives of the project, data available and data gathering, plan development process, and the plan approval process.
- Three meetings with City Staff to review drafts
- An open house to receive public input
- One watershed district meeting for each:
 - Nine Mile Creek Watershed District
 - Riley-Purgatory Bluff Creek Watershed District
 - Lower Minnesota River Watershed District
 - Richfield-Bloomington WMO
- One City Council study meeting to present draft
- One City Council regular meeting to present final plan

*other city staff, stakeholder or agency meetings may be necessary or included depending upon consultant's project approach

Deliverables

- Draft of plan for staff review
- Displays/presentation for open house
- Draft plan submission to appropriate agencies
- Presentations for City Council meetings
- Final Plan for City Council approval. Five (5) paper copies of all work products and electronic files of the same in both Microsoft Word and PDF format.

City Participation and Responsibilities

The City of Bloomington will provide a copy of the previous plan, GIS data, past stormwater models, and other information as requested, but City staff will produce no final work products for the Consultant.

IX. Submittal Requirements

The proposals shall be organized according to the following outline:

- *Cover Letter*: Summarizes the key elements of the proposal and outlines why your firm should be selected for this Project. The cover letter should identify the name, title, address, phone number, and email address of the person who will represent the Consultant in matters regarding the proposal's content.

- *Project Understanding:* Describe your understanding of the Project, identify issues or areas of concern to be addressed by the project, outline the overall objectives of the project, and summarize your approach to fulfilling the scope of services and deliverables.
- *Consultant Background and Experience:* Provide a brief description of your firm and any sub-consultants proposed as part of your team. Sub-consultants must be approved by the city in conjunction with each proposal. The proposal review team will notify each proposer of such sub-consultants that are not approved within the first two (2) days of the review period.

Identify and describe at least four (4) projects that your firm has completed that exemplify your firm's ability to complete this Project. Include client references for each project, listing a contact name, telephone number and email address. Include dates the work was performed and software used. The Consultants are to identify any clients and/or projects that may present a conflict of interest to providing services for this Project as part of their proposal.

- *Project Team:* Provide short descriptions one (1) to two (2) paragraphs of key team members summarizing their experience and proposed role on this project. Clearly identify who will lead the project team and who will be the main point of contact with City staff. Include an organizational chart of team members and sub-consultants. If the person identified as the project manager did not lead one (1) of the projects submitted under the Experience section, provide client references to support their project management capabilities.
- *Scope of Work:* Clearly outline the tasks needed to complete each deliverable of the work outlined above. Include all substantive tasks and milestones outlined in this RFP. Identify key team members and project deliverables for each section of the Scope of Work. Identify tasks and responsibilities, if any, that are expected to be provided by the City of Bloomington.
- *Project Schedule:* Prepare a work task flow chart that illustrates chronologically the firm's intent to reach major project milestones.
- *Time/Cost Estimate:* Prepare a spreadsheet outlining anticipated time and cost, and including all tasks defined in the Scope of Services. This spreadsheet should include time and costs for key team members, including both anticipated hours and hourly rates. Prepare an hourly breakdown for each task for proposed services that identifies all reimbursables, such as mileage and meetings, associated with this proposal.
- *Acknowledgement of Receipt of Addenda and Statement of Non-collusion:* Include pages regarding the receipt of any addenda and the Statement of Non-collusion.

All proposals shall be kept to a maximum ten (10) single-sided pages, in number 11 font minimum, excluding the cover, title sheets and dividers if used. Any pre-printed project sheets, resumes, or other marketing materials may be included as an appendix to each Consultant's letter proposal. However, material contained in appendices may not be reviewed or considered. The cover letter dividers, appendices and pages acknowledging the receipt of addenda and the statement of non-collusion do not count towards the ten (10) page limit.

X. Submission of Proposal

Each Consultant shall submit **four (4)** bound printed copies, one (1) unbound printed copy and one (1) electronic copy (CD or flash drive with Microsoft Word or Adobe Acrobat format preferred) of the Proposal not later than **12:00 Noon, CDT, Friday, July 29, 2016**. Proposals shall be delivered in a sealed envelope to:

**Shelly Hanson, City Engineer
Engineering Division
City of Bloomington
1700 West 98th Street
Bloomington, MN 55431**

The outside of the Proposal package should be clearly marked "**City of Bloomington, MN, Proposal for Local Surface Water Management Plan Update**".

A person who is authorized to legally bind the responding Consultant must sign the Proposal. The Consultant shall acknowledge that the Proposal complies with any amendments, alterations or deletions to the RFP.

It will be the sole responsibility of the Consultant to have its Proposal delivered to the City before the closing deadline. **Late Proposals will not be considered and will be returned unopened to the Consultant.**

Proposals must be sealed. No responses will be accepted via facsimile or email.

Any Proposal may be withdrawn or modified prior to the scheduled deadline for submitting Proposals. After the submittal deadline, Consultants may not modify, withdraw or cancel their Proposals for a minimum of ninety (90) days following that date.

The City reserves the right to reject any or all Proposals or parts of Proposals, to accept part or all of Proposals on the basis of considerations other than lowest cost, and to create a project of lesser or greater expense than described in this RFP or the respondent's reply based on the component prices submitted.

The City of Bloomington reserves the right to waive irregularities in the Proposal content or to request supplemental information from Proposers.

The City is not responsible for any costs incurred by the responding Consultant in the preparation of the Proposal or for any other cost to the Consultant associated with responding to the RFP. No reimbursement will be made by the City for any costs incurred prior to a formal notice to proceed should an award of contract result from this solicitation. This RFP does not obligate the City of Bloomington to award a contract or complete any specific Project. The City reserves the right to cancel this solicitation or to change its scope if it is considered to be in the best interest of the City.

All design drawings, plans, and Proposals submitted in response to the RFP will be retained by the City and not returned.

Clarifications, Exceptions, and Addenda

The City reserves the right to contact Consultants individually for the purpose of clarifying Proposals.

Consultants may find instances where they are unable to provide services that meet all of the expectations defined in this RFP. In such cases, the Consultant should identify the areas where they feel the requested service or product is not available, deviates from the specific requests, or is deemed to be an unwise or unwarranted approach. The Consultant will describe exceptions to the RFP and identify their impact to the City, including, but not limited to, workarounds, reductions in performance, capacity, flexibility, accuracy, and ultimately cost and value. The City reserves the right to disallow exceptions it finds are not in the best interests of the City.

Any and all exceptions to the requirements of this RFP must be identified and fully explained in the submitted Proposal.

Any addenda to this RFP will be issued in writing; no oral statements, explanations, or commitments shall be provided. If any addenda are issued, Consultants should return the **Confirmation of Receipt of Addenda** with their Proposals.

XI. Proposal Evaluations (Evaluation Criteria)

Consideration will be given to concise proposals and those that have shown innovative approaches. Only proposals received by the due date and time will be considered. Representatives from Bloomington's Public Works Department will score the proposals based on the following criteria:

Project Cost to Value (25%): Consultant fees for proposed work as compared to the value received by the City

Project Personnel (40%): Assignment of qualified and experienced staff that have directly relevant project experience and have demonstrated an ability to work together as a team on similar projects

Project Understanding (25%): The Consultant's understanding of the project as demonstrated in the summary and detail of the proposed project schedule as well as in the documentation of having worked on similar projects

Project Schedule (10%): The Consultant's ability to identify critical path items and undertake the project in a timely, orderly, and thoughtful manner

The Consultant submitting the selected proposal will be required to sign an agreement with the City of Bloomington based on their Proposal using the attached format which is provided for information and advance coordination. All parties who submit proposals will be notified by email of the City's decision regarding selection after the project award by the City. **All work will be awarded to one consulting firm who may employ sub-consultants. The City reserves the right to not award the project to any Consultant if that is determined to be in the best interest of the City of Bloomington.**

The contracting parties will be the City of Bloomington and the Consultant selected to provide the services as described herein. The selected proposal, along with the RFP and any counter proposal will be incorporated into a formal agreement. It is the intent of the City to award a single contract.

XII. Contract Award

Negotiations and Contract Execution

The City reserves the right to negotiate the final terms and conditions of the contract to be executed. In the event the City and the Consultant are unable to agree upon all contract provisions, the City reserves the right to cease negotiations, and to move on to select another Consultant, or to reject all Proposals.

Contracting Ethics

1. No elected official or employees of the City who exercise any responsibility in the review, approval, or implementation of the Proposal shall participate in any decision which affects his or her direct or indirect financial interests.
2. It is a breach of ethical standards for any person to offer, give, or agree to give any City employee or Council person, or for any City employee or Council person to solicit, demand, accept, or agree to accept from another person or agency, a gratuity or an offer of employment whenever a reasonable prudent person would conclude that such consideration was motivated by an individual, group, or corporate desire to obtain special, preferential, or more favorable treatment than is normally accorded the general public.
3. The Consultant shall not assign any interest in this contract and shall not transfer any interest in the same without the prior written consent of the City.

4. The Consultant shall not accept any private client or project that may place it in ethical conflict during its representation of the City.

XIII. Disposition of Responses

All materials submitted in response to this RFP will become the property of the City and will become public record after the evaluation process is completed and an award decision made. If the Contractor submits information in response to this RFP that it believes to be trade secret materials, as defined by the Minnesota Government Data Practices Act, Minnesota Statutes 13.37, the Contractor must:

- Clearly mark all trade secret materials in its response at the time the response is submitted.
- Include a statement with its response justifying the trade secret designation for each item and defend any action seeking release of the materials it believes to be trade secret, and indemnify and hold harmless the City, its agents and employees, from any judgments or damages awarded against the City in favor of the party requesting the materials, and any and all costs connected with that defense. This indemnification survives the City's award of a contract. In submitting a response to this RFP, the Contractor agrees that this indemnification survives as long as the trade secret materials are in possession of the City. The City is required to keep all the basic documents related to its contracts, including responses to the RFP for a minimum of seven (7) years.

The City will not consider the prices submitted by the Contractor to be proprietary or trade secret materials.

Responses to this RFP will not be open for public review until the City decides to pursue a contract and that contract is awarded.

XIV. Insurance Requirements

The Contractor shall maintain insurance coverage in the amounts shown below during the entire term of the contract. The City shall be named as an additional insured on said commercial general liability policy and certificates of said insurance evidencing all of the coverages listed below shall be provided to the City before any work on this project may commence. The Contractor shall not allow any sub-contractor to commence work until all insurance has been obtained and copies have been filed and accepted by the City. The Contractor shall be responsible for maintaining a valid certificate of insurance referencing the limits included below on file with the City.

a) Commercial General Liability

Bodily injury in the amount of at least \$500,000.00 per individual and \$1,500,000.00 per occurrence for any injuries, including death, arising out of each occurrence
Property damage liability in the amount of \$1,500,000.00 per occurrence

b) Automotive Liability

\$500,000.00 per individual and \$1,500,000.00 per occurrence for any injuries, including death, arising out of each occurrence and property damage coverage of \$1,500,000.00 for each occurrence

c) Workers Compensation

Workers Compensation Insurance as required by Minnesota Statute, Section 176.181, subdivision 2.

d) Professional Liability

Professional Liability Insurance in at least the amount of \$1,000,000.

The Contractor must notify the City in writing thirty (30) days prior to cancellation or change in terms of the above insurance coverage. All insurance must be provided at the Contractor's expense and at no additional cost to the City.

XV. Contract Terms and Conditions:

A sample of the City's contract is included as Attachment A. The clauses included in the sample contract will be included in the contract between the City and the Consultant that has been chosen to provide the services described herein and in the Consultant's Proposal.

Contract Term

The Agreement shall be effective upon the date the Agreement is signed by both the City and the Contractor and expire upon completion of the services covered by the Agreement. This Agreement may be terminated by the City or the Contractor upon thirty (30) days written notice of such termination. In the event of termination of the Agreement, there shall be no further obligation on the part of the City to the Contractor save and except for payment of sums due and owing for expenses and work incurred by the Contractor prior to the date of termination.

XVI. Attachments

A. Sample City Contract

Independent Contractor

It is agreed that nothing herein contained is intended or should be construed in any manner as creating or establishing the relationship of co-partners between the parties hereto or as constituting the Contractor as the agent, representative or employee of the City for any purpose or in any manner whatsoever. The Contractor is to be and shall remain an independent contractor with respect to all services performed under this contract.

The Contractor represents that it has, or will secure at its own expense, all personnel required in performing services under this contract. Any and all personnel of the Contractor or other persons while so engaged, and any and all claims whatsoever on behalf of any such person or personnel arising out of employment or alleged employment including, without limitation, claims of

discrimination against the Contractor, its officers, agents, contractors or employees shall in no way be the responsibility of the City; and the Contractor shall defend, indemnify and hold the City, its officers, agents and employees harmless from any and all such claims regardless of any determination of any pertinent tribunal, agency, board, commission or court. Such personnel or other persons shall not require nor be entitled to any compensation, rights or benefits of any kind whatsoever from the City, including, without limitation, tenure rights, medical and hospital care, personal and vacation leave, workers' compensation, unemployment compensation, disability, severance pay and Public Employees Retirement Association.

Assignment

Neither party shall assign the executed Agreement, or any interest arising therein, without the written consent of the other party.

Rights of Use

The Contractor agrees that the City will own and have the right to use, reproduce and apply as it desires, any data, reports, analyses and materials which are collected or developed by the Contractor or anyone acting on behalf of the Contractor as a result of this contract.

Nondiscrimination Clause

During the performance of this Agreement, the Contractor will not discriminate against any employee or applicant for employment because of race, color, creed, religion, ancestry, national origin, sex, sexual orientation, disability, age, marital status, or status with regard to public assistance. The Contractor will take affirmative action to ensure that all employment practices are free of such discrimination. Such employment practices include, but are not limited to, the following: hiring, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

Indemnification

The Contractor shall defend, indemnify and hold harmless the City and its officials, agents, and employees from and against all claims, damages, losses, and expenses, including attorney's fees arising out of or resulting from the successful Contractor's, including the successful Contractor's officials, agents, employees and sub-contractors performance of the duties required under the Agreement, provided that such claim, damage, loss, or expense is attributable to bodily injury, sickness, disease, death, or to the injury to or the destruction of property, including a loss of use resulting therefrom, and is caused in whole or in part by any negligent act or omission or willful misconduct of the Contractor.

Conflict of Interest

Contractor agrees that no member, officer, or employee of the City shall have any interest, direct or indirect, in the executed Agreement or the proceeds thereof. Violation of this provision shall cause the executed Agreement to be null and void and the Contractor will forfeit any payments to be made under the executed Agreement.

Entire Agreement

The executed Agreement supersedes all oral agreements and negotiations between the parties relating to the subject matter hereof as well as any previous agreements presently in effect

between the parties relating to the subject matter hereof. Any alterations, amendments, deletions, or waivers of the provisions of the executed Agreement shall be valid only when expressed in writing and duly signed by the parties, unless otherwise provided herein. The provisions of the executed Agreement are severable. If any portion hereof and in the executed Agreement is, for any reason, held by a court of competent jurisdiction, to be contrary to law, such decision shall not affect the remaining provisions of the same Agreement. Any waiver by either party of a breach of any provisions of the executed Agreement shall not affect, in any respect, the validity of the remainder of the executed Agreement.

ADA

The Contractor agrees to comply with the Americans with Disabilities Act Section 504 of the Rehabilitation Act of 1973 and not discriminate on the basis of disability in the admission or access to, or treatment of employment in its services, programs, or activities. The Contractor agrees to hold harmless and indemnify the City from costs, including but not limited to damages, attorney's fees, and staff time, in any action or proceeding brought alleging a violation of ADA and/or Section 504 caused by the Contractor.

Sub-Contractor Payment

The Contractor agrees that it must pay any sub-contractor within ten (10) days of the prime contractor's receipt of payment from the municipality for undisputed services provided by the sub-contractor. The Contractor agrees that it must pay interest of 1-1/2 percent per month or any part of a month to the subcontractor on any undisputed amount not paid on time to the sub-contractor. The minimum monthly interest penalty payment for an unpaid balance of \$100 or more is \$10. For an unpaid balance of less than \$100, the prime contractor shall pay the actual penalty to the sub-contractor. A sub-contractor who prevails in a civil action to collect interest penalties from a prime contractor must be awarded its costs and disbursements, including attorney's fees, incurred in bringing the action.

Audit

All books, records, documents and accounting procedures and practices of the successful Contractor relevant to the Agreement shall, pursuant to Minnesota Statutes, Section 16C.05, subdivision 5, be subject to examination at all times by the City and/or by the Legislative Auditor or State Auditor.

Laws

The Contractor will comply with all applicable local, state, and Federal laws, ordinances and regulations in the performance of the Agreement. The Contract will comply with and be governed by all laws of the State of Minnesota. Any violation shall constitute a material breach of the executed Agreement.

Human Rights

The Contractor agrees to comply with the Minnesota State Human Rights Act, Minnesota Statute Section 363.

Data Practices

The Contractor will comply with all applicable provisions of the Minnesota Government Data Practices Act, Chapter 13, of the Minnesota Statutes.

Mediation

The City and the Contractor agree to submit all claims, disputes and other matters in question between the parties arising out of or relating to this Agreement to mediation. The mediation shall be conducted through the Conflict Resolution Center, 2101 Hennepin Ave. S, Suite 100, Minneapolis, MN 55405. The parties hereto shall decide whether mediation shall be binding or non-binding. If the parties cannot reach agreement, the mediation shall be non-binding. In the event mediation is unsuccessful; either party may exercise its legal or equitable remedies and may commence such action prior to the expiration of the applicable statute of limitations.

Policy Compliance

The Contractor agrees, as a condition of being awarded this Agreement, to require each of its agents, officers and employees to abide by the City's policies prohibiting sexual harassment, firearms and smoking, as well as all other reasonable work rules, safety rules or policies regulating the conduct of persons on City property at all times while performing duties pursuant to this Agreement. The Contractor agrees and understands that a violation of any of these policies or rules constitutes a breach of the Agreement and sufficient grounds for immediate termination of the Agreement by the City.

Signature/Execution

The person signing this Agreement (hereafter "Signatory") represents and warrants that the Contractor has authorized him/her to execute this Agreement on its behalf and agrees to be bound by its terms and conditions, including the agreement of the Contractor to indemnify and hold the City harmless. In the event the Contractor did not authorize the Signatory to sign on its behalf, the Signatory agrees to assume responsibility for the duties and liability of the Contractor, as set forth herein, personally.

Termination

The Agreement may be terminated for any reason upon giving thirty (30) days advanced written notice to the other party. In the event of termination of the Agreement, there shall be no further obligation on the part of the City to the Contractor except for payment of sums due and owing for expenses and work incurred by the Contractor prior to the date of termination. The City reserves the right to cancel this Agreement at any time in the event of default or violation by the Contractor of any provision of the Agreement. The City may take whatever action at law or in equity that may appear necessary or desirable to collect damages arising from a default or violation or to enforce performance of the Agreement.

XVII. Confirmation of Receipt of Addenda

Addendum #	Date

I certify this Proposal complies with the specifications and conditions issued by the City except as clearly marked in the attached copy.

Date	
Name	
Authorized Signature	
Title	
Company Name	
Address	
City, State	
Zip Code	
Telephone Number	
Fax Number	
E-mail	

XVIII. Statement of Non-Collusion

The following statement shall be made as part of the Contractor's proposal.

I affirm that I am the Contractor, a partner of the consulting Contractor, or an officer or employee of the Contractor's corporation with authority to sign on the Contractor's behalf.

I also affirm that the attached has been compiled independently and without collusion or agreement, or understanding with any other Consultant designed to limit competition.

I hereby affirm that the contents of this Proposal have not been communicated by the Contractor or its agent to any person not an employee or agent of the City.

Signed

Print Name

Title

Date

Contractor Name

Address

City / State / Zip Code

Telephone and Fax Numbers

Email Address



proposal for
local surface water management plan update
prepared for the City of Bloomington

submitted by Barr Engineering Co.
August 26, 2016

Exhibit B





August 26, 2016

Shelly Hanson, City Engineer
City of Bloomington
1700 West 98th Street
Bloomington, MN 55431

Re: Proposal to update the City of Bloomington's local surface water management plan

Dear Ms. Hanson:

Barr Engineering Co. is pleased to submit our proposal to the City of Bloomington to update your surface water management plan. We understand your desire for a plan that is tailored to your city and provides a roadmap for future water resource management activities and investments. Barr's water resource management and planning expertise—combined with our understanding of your city, study area, and the requirements and policies of the associated watersheds and the Metropolitan Council—puts us in the best position to assist the city because our:

Long history of service to Bloomington will save time and provide you with trusted, informed service. For decades, Barr has partnered with you on water resources and stormwater management planning, modeling, design, and other projects. Our deep institutional and study-area knowledge means we'll be ready to go on day one.

Minnesota watershed planning and regional experience results in sound solutions that fit your needs and goals. Your plan needs to be tailored to meet your needs and reflect your watershed and its physical characteristics, challenges, and history. Our experience preparing watershed management plans and our regional knowledge will allow us to develop a comprehensive plan that meets your needs for the next 10 years. Barr knows the Twin Cities metropolitan area and its watersheds. Specifically, we know the watersheds within the city of Bloomington and the characteristics that make them unique. Our knowledge enables us to hit the ground running and develop a plan that is customized to meet your unique water resources issues.

Innovative thinking will lead to effective, adaptive planning. We have a practical understanding of emerging issues facing those tasked with managing water resources. Our experts have assisted clients in establishing policies, programs, and actions to creatively address issues such as resiliency of stormwater infrastructure to climate change, groundwater vulnerability, and others. Our staff will incorporate solutions based on science into practices feasible for the city to implement to address evolving issues.

Familiarity modeling the study area will streamline model result integration. Currently developing hydrologic and hydraulic models for the city and having performed such modeling for the Nine Mile Creek Watershed District (NMCWD), our experts have a strong understanding of the unique character of your watershed such as areas of the city that are likely to develop or redevelop, the location of stormwater utilities that may need improvement, and important city drainage system details (including those designed by Barr). Knowledge of these systems and identified issues will contribute to the efficient

development of a stormwater management implementation program tailored to the city's specific needs.

Our understanding of state and regional requirements means your plan will be compliant from the start. Few other firms have Barr's level of water management understanding and perspective—or our knowledge of state requirements (such as MN Rules 8410 and MN Statutes 103B). We will apply our knowledge gained from over 50 years working with cities, water management organizations, and industry to help the development and approval process proceed smoothly.

Wide-ranging expertise with urban-area water management plans and plan updates means you'll get a reliable plan that meets your needs and is completed within the required schedule. We have completed second- and third-generation plan updates for a number of municipalities and watershed organizations across the state, including for Inver Grove Heights, Hastings, Red Wing, Golden Valley, St. Louis Park, Minnetonka, North St. Paul, and Willmar and the Lower Mississippi River WMO, Black Dog WMO, Bassett Creek WMC, Valley Branch WD, and Ramsey-Washington Metro WD. Our team includes experts who are experienced with plan development.


Firm: Barr Engineering Co.
4300 MarketPointe Drive
Minneapolis, MN 55435

Tel: 952-832-2600
Fax: 952-832-2601
Website: www.barr.com

Proposal contact: Karen Chandler
Email: kchandler@barr.com
Tel: 952-832-2813

We look forward to building our relationship with you as we work together to develop an updated management plan that guides your surface water management needs for the next 10 years. If you have any questions about our proposal, please feel free to contact me or Erin Anderson Wenz (952-832-2805; eandersonwenz@barr.com).

Sincerely,



Karen Chandler, PE
Vice President, Principal in Charge



Erin Anderson Wenz, PE, ENV SP
Project Manager

project understanding

The City of Bloomington seeks to update its local surface water management plan through a disciplined effort to shape and guide water resources management for the city now and into the future. The plan update also needs to meet the requirements of the Nine Mile Creek Watershed District (NMCWD), Riley-Purgatory-Bluff Creek Watershed District (RPBCWD), Lower Minnesota River Watershed District, and Richfield-Bloomington Watershed Management Organization as well as the Metropolitan Council, Minnesota Rules 8410, and Minnesota Statutes 103B.235. The plan update will also inform components of the city's comprehensive plan (Forward 2040—a separate effort outside of this project), which must be updated by the end of 2018.

Barr will evaluate the city's current plan, and facilitate and complete a customized plan update that not only satisfies regulatory requirements but also offers the city a document that communicates organizational goals related to water resources management and provides a roadmap of actions needed to achieve those goals. The updated plan will inform and guide the city's water resources management decisions and investments into the next decade. Barr will work closely with the city to prioritize implementation of projects that are good investments, protecting water resources and preventing future water management problems. Prioritization will include consideration of partnering and opportunities for funding participation with watershed management organizations (WMOs) and adjacent municipalities.

Barr will assist the city in updating the plan to accurately reflect the city's goals for water resource management and provide direction towards achieving those goals through policies, standards, and an implementation program. This may include eliminating content no longer relevant, updating existing content that is outdated, and developing new content to address new or emerging issues. The plan update will reflect current city issues and initiatives as they relate to water resource management, including updated Atlas 14 precipitation frequency estimates and those issues identified in Forward 2040 that affect water resources, such as sustainability and climate change resiliency. The implementation program will lay out and prioritize the next steps needed to address the issues and initiatives identified in the plan, such as studies and capital improvement projects.

Barr will leverage its familiarity with the city, NMCWD, RPBCWD, and metro watershed management to develop a plan that is consistent with the requirements of applicable watershed management organizations (WMOs) and the Metropolitan Council, and meets all applicable state and local requirements. Barr will guide the plan through watershed management organization review and approval and coordinate with city staff to maintain a schedule consistent with the city's Forward 2040 schedule.

As part of the plan update, Barr proposes an optional task where we will work with the city to develop an online web mapping tool to allow city staff to view, print, and edit spatial data included in the plan update (e.g., storm sewer network, floodplain extent).

We understand city staff wishes to be involved throughout the plan update process to help shape the plan and ensure the plan is tailored to reflect the city's needs. Our scope of work includes involvement of city staff at a number of key points throughout the planning process. The involvement of city staff, city council, and public in the planning process is detailed in the scope included below.

consultant background and experience

firm background

Barr Engineering Co. is an employee-owned consulting company integrating engineering and environmental expertise to help clients develop, manage, and restore natural resources. Our over 700 engineers, scientists, and technical support specialists serve the power, mining, manufacturing, and fuels industries, as well as natural-resources management organizations and municipal, state, and federal agencies. Incorporated as an employee-owned firm in 1966, Barr has offices in Minneapolis, Duluth, and Hibbing, Minnesota; Jefferson City, Missouri; Ann Arbor and Grand Rapids, Michigan; Bismarck, North Dakota; Salt Lake City, Utah; and Calgary, Alberta.

Our commitment to natural resources remains strong. Over 150 of our Minneapolis-based engineers and scientists are engaged in water resources engineering and design, stormwater management, wetland management, limnology, and landscape ecology. Our breadth and depth of experience means we can provide an innovative solution to any water resources challenge we encounter.

project experience

Barr has completed plan updates for numerous municipalities and WMOs, ranging from minor updates to major updates that required extensive modeling efforts. Below, we present several projects that demonstrate our experience and expertise in water resources management and planning.

Barr currently serves as engineering advisor for the Nine Mile Creek Watershed District and Riley-Purgatory-Bluff Creek Watershed District. While we don't view this work to be in conflict with our work on the city's plan update but rather view it as complimentary, we want to bring it to your attention in full disclosure.

Red Wing

Barr worked with Red Wing to update its surface water management plan to meet the city's needs, including addressing NPDES MS4 permit requirements, hydrologic and hydraulic modeling, and water quality modeling. The plan focused on identification of future system improvements; retrofitting of undersized or deteriorating storm sewers; system maintenance; best management practices (BMPs) for future development; review and recommended revisions to the city's stormwater utility and area connection charge requirements; and coordination with county, state, and federal regulatory agencies. The plan also addressed water quality enhancements and trout stream issues.

Date: 2014

Reference: Bob Stark, 651-385-5112; bob.stark@ci.red-wing.mn.us

Software: Microsoft Word, Microsoft Excel, XP-SWMM, P8 modeling, ArcGIS

Edina

In 2011, Barr completed an update to Edina's comprehensive water resources management plan (previously developed by Barr), which included revising their XP-SWMM model to reflect recent development and evaluating stormwater quality treatment options for conformance with phosphorus-loading requirements. Barr also developed an interactive GIS web application for the city. The plan and modeling tools continue to support the city's efforts to replace their aging infrastructure and address known flooding and water quality issues.

Date: 2011

Reference: Jesse Struve (now with City of Brooklyn Park), 763-493-8114, jesse.struve@brooklynpark.org; Ross Bintner, 952-903-5713, rbintner@edinamn.gov

Software: Microsoft Word, Microsoft Excel, XP-SWMM, P8 modeling, ArcGIS

Minnetonka

Barr has provided services in water and natural resources planning and engineering to the City of Minnetonka since 1982 when we developed an initial stormwater management plan for the city. In the 1990s, Barr revised Minnetonka's plan to address wetlands protection and management considerations. As a part of the new comprehensive water resources plan, we revised the hydrologic and hydraulic studies, evaluated existing stormwater facilities, analyzed areas with flooding problems and water quality concerns, and identified impacts on wetlands. This information was used to develop stormwater management criteria for approximately 750 watersheds within the city.

In 2010, Barr updated the city's plan to reflect regulatory updates and requirements from state agencies and WMOs. Plan updates included development of a strategy to address phosphorous load reductions and revision to the city's stormwater management rules to be compliant with the rules of the four governing WMOs.

Date: 2010

Reference: Liz Stout (now with City of Minneapolis), 952-939-8233, elizabeth.stout@minneapolismn.gov; Tom Dietrich, 952-939-8233, tdietrich@eminnetonka.com

Software: Microsoft Word, Microsoft Excel, XP-SWMM, P8 modeling, ArcGIS

Ramsey-Washington Metro Watershed District

Barr has been working closely with the RWMWD administrator, staff, and managers to prepare the district's 2017-2026 watershed management plan. We assisted the RWMWD in developing and implementing an intensive stakeholder engagement process to gather feedback from residents, cities, and regulatory agency staff. Working closely with the administrator, Barr assisted the district in establishing goals and action items, as well as defining an implementation program to be carried out over the life of the plan.

Barr and district staff collaboratively updated all sections of the RWMWD plan, including updates to the district's "strategic overview"—an abbreviated, graphic-rich summary document intended to make the plan more accessible to a wider audience. The 2017-2026 watershed management plan was submitted for 60-day review in June 2016. Barr is currently assisting the district in responding to comments received on the draft plan. The plan process will be completed in the near future.

Date: 2015-Present

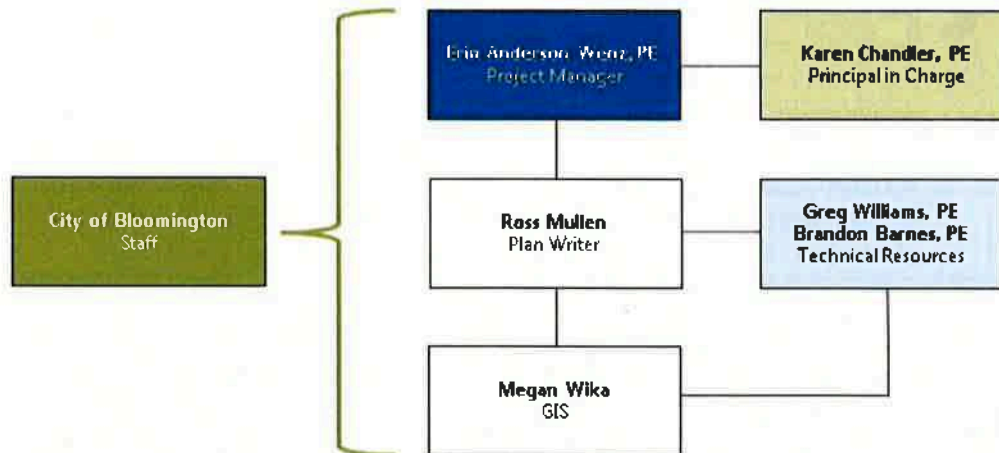
Reference: Tina Carstens, 651-792-7960, tina.carstens@rwmwd.org

Software: Microsoft Word, Microsoft Excel, InDesign, ArcGIS, XP-SWMM (to review model results)

project team

The organizational chart below identifies key Barr staff who will work on your project. This custom-designed team was selected based on experience with water resources management and planning.

organizational chart



key team members

Erin Anderson Wenz will serve as Barr's project manager. In this role, she will lead the plan update process, coordinating with city and Barr staff to complete the scope of work within the proposed schedule and budget. Erin's proven success in developing unique planning processes and documents to meet specific project needs will facilitate development of a plan that is customized to your needs. Erin will be the main point of contact with city staff.

Karen Chandler will serve as Barr's principal in charge for the plan update. In this role, Karen will provide project oversight, ensuring that the project is executed as proposed and that your expectations are understood and met throughout the entire project. Karen will also serve as a technical advisor, sharing her expertise in local and water management organization-based surface water management planning.

Greg Williams will serve as a project advisor. In this role, Greg will draw on his 10 years of experience developing surface water management plans for cities and watershed management organizations, including his recent experience in updating the water management plans for the Riley-Purgatory-Bluff Creek Watershed District and the Nine Mile Creek Watershed District.

Brandon Barnes will also serve as a project advisor and technical resource. He will manage the city's Atlas 14 hydrologic and hydraulic model updates and will work with team members to incorporate the modeling results into the implementation section of the city's plan.

Ross Mullen will serve as the primary plan writer. His familiarity with municipal stormwater management and his strong writing and communication skills will ensure a thoughtful, well-written plan document.

Additional information on qualifications and experience for these and other key project team members is provided below. Full resumes are included in [attachment A](#). Other Barr water resources staff familiar with the City of Bloomington through completion of past projects or work with the watershed management organizations will also be available to provide input and guidance as part of the city's plan update.



Role: Principal in charge

Karen Chandler, PE
Vice President, Senior Water Resources Engineer
MS, Civil Engineering

Karen has nearly 30 years of experience in water resources management, stormwater and watershed management planning, hydrology, and hydraulics. She also oversees hydrologic, hydraulic, and water quality analyses and the design and construction of stormwater projects, as well as assists clients with community relations. Karen has led water resource management plan development for numerous municipalities including Golden Valley, Northfield, St. Louis Park, Willmar, Minnetonka, Inver Grove Heights, and Hastings. She also managed development and/or updates to the Bassett Creek Watershed Management Commission's, Valley Branch Watershed District's, and Ramsey-Washington Metro Watershed District's water management plans.



Role: Project manager

Erin Anderson Wenz, PE, ENV SP
Senior Water Resources Engineer
MS, Environmental Engineering and Science

Erin has 18 years of experience on projects involving watershed management, including both stormwater and lake water quality modeling for municipalities and watershed districts. She creates stormwater management plans and designs and constructs low-impact development features for both large and small retrofit sites. She has also managed strategic lake management plans and TMDL studies for several metro lakes, including managing the development of a WRAPS report for the Ramsey-Washington Metro Watershed District as well as an update to the district's watershed management plan. Erin also managed development of stormwater management plans for the City of Willmar and for Duluth's Miller Hill Mall.



Role: Technical resource

Greg Williams, PE
Senior Water Resources Engineer
MSCE, Civil and Environmental Engineering

Greg has 10 years of experience providing water resource services to municipal clients and WMOs. His work includes development of surface-water management plans, CIPs, ordinances, and policies; H&H watershed modeling; and water quality modeling. He synthesizes input from clients and stakeholders to find solutions to problems related to hydrology, water quality, and resource management. Greg has written portions of stormwater management plans for several cities including St. Louis Park, Red Wing, Lakeville, North St. Paul, Hastings, and Willmar. He contributed to Bassett Creek Watershed Management Commission's 2015 plan and managed development of Valley Branch Watershed District's 2015-2025 watershed management plan.



Role: Technical resource

Brandon Barnes, PE
Water Resources Engineer
BS, Civil Engineering

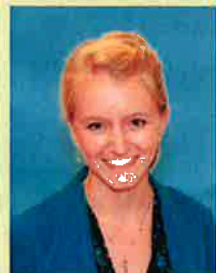
Brandon has nearly a decade of experience in water resources. He creates detailed H&H models, integrates GIS with floodplain studies, performs interior drainage analyses, and addresses public concern. Brandon developed XP-SWMM models for the Airport South Drainage District in Bloomington, the Central City stormwater tunnel drainage area in Minneapolis, and the Shell Rock River watershed in southern Minnesota. He also updated hydrologic and hydraulic models for the Ramsey-Washington Metro Watershed District to incorporate Atlas 14 rainfall depths and developed an SWP-SWMM model for the Vermillion River Watershed Joint Powers Organization.



Role: Plan writer

Ross Mullen
Water Resources Engineer
BS, Civil Engineering

Ross has nearly five years of experience in modeling programs and has worked on watershed-wide water quality and H&H modeling studies. At Barr, his work has included modeling rivers, creeks, and stormwater ponds for a variety of projects; using various models to determine increased Atlas 14 depths and areas for municipalities and watershed districts; and updating emergency action plans and FEMA Letters of Map Revision. He also created XP-SWMM models of Minnehaha Creek for the City of Minnetonka and of Bassett Creek for the Bassett Creek Watershed Management Commission. We anticipate Ross will also be involved in the Atlas 14 modeling updates for the City of Bloomington.



Role: GIS Specialist

Megan Wika
GIS Specialist
BA, Honors Geography and Environmental Studies (GIS Concentration)

Megan has over two years of GIS experience. She creates and edits figures and uses ArcGIS software to help meet client needs. Megan has specific experience generating GIS maps, integrating public data with client data, and creating presentations using project results. She has designed maps for use in public meetings and/or presentations; developed and revised figures for fieldwork and technical reports; mapped flood inundations using HEC-RAS outputs for the City of Rochester; and provided GIS support and data management for the Lake Calhoun and Lake Harriet master plan.

scope of work

Barr will assist the city in updating the plan to 1) meet the requirements of the Metropolitan Council, Minnesota Rules 8410, and Minnesota Statutes 103B.235; 2) satisfy all applicable watershed management organization (WMO) requirements; and 3) provide meaningful direction and justification for city water resource management actions for the next 10 years. For the purposes of this proposal and project execution, we have subdivided this project work into the following tasks:

1. project kick-off and information gathering
2. development of the draft plan
3. plan review, revision, and adoption

The NMCWD and RPBCWD are in the process of updating their watershed management plans. These WMO plans will not be adopted before significant work is performed on this project. Throughout this project, Barr will use its close working relationship with both of these watershed districts to incorporate necessary information or requirements into the city's plan.

task 1: project kick-off and information gathering

To begin the plan update process, Barr will review the 2007 plan in detail to identify content to be updated, content that is absent but should be included, and content that can be omitted as no longer relevant. Barr will perform this review relative to existing regulatory documents (e.g., NPDES MS4 permit), current data sets, and our knowledge of emerging issues. Barr will generate a list of critical data gaps, updates, and additions that require direction or input from the city. Barr will host a **project kick-off meeting** with key city staff to clarify the goals of the project, review data gaps, and get direction regarding the issues identified in our review of the 2007 plan. We assume that the project kick-off meeting will include discussion about potential updates to city performance standards (e.g., adopting MIDS). At the project kick-off meeting, we will also confirm project schedule and deliverables, with consideration of timelines for the city's comprehensive plan update, and concurrent updates to the NMCWD plan and RPBCWD plan.

After the kick-off meeting with city staff, Barr will attend an **open house** hosted by the city. The goal of the open house is to provide the public with information about the current plan and the upcoming plan update, and to give the public the opportunity to provide input regarding water resource issues in the city. Barr will prepare **printed materials** (e.g., boards and handouts) summarizing the existing plan, goals of the plan update, and additional relevant information identified in the kick-off meeting. Barr assumes that the city will provide space for the open house and advertise the event. We will discuss input received at the open house via **conference call** with city staff.

task 2: development of the draft plan

After the project kick-off meeting and open house, Barr will begin developing a draft of the plan. We anticipate frequent telephone and electronic communication with city staff during task 2 as well as **two meetings** to obtain city staff feedback on interim draft sections of the plan. We assume the City will provide an editable, electronic copy of the 2007 plan. We will use content from the 2007 plan and relevant content Barr has developed for other plans, where applicable, to promote efficiency and focus resources on areas of the plan requiring more effort, including revising goals and policies, identifying problems and solutions, and defining the implementation program.

The following are the types of changes expected in each section of the plan (organized by existing plan section for the purposes of this scope; the format of the updated plan may vary):

- **Section 1—Executive Summary:** The executive summary will require minor revision to reflect the changes made to the subsequent sections.
- **Section 2—Introduction and Purpose:** This section will be revised to reflect the drivers for the current plan update, updated water resource-related agreements, and cooperative partners (although we recommend omitting personnel contact information, based on the longevity of this plan).
- **Section 3—Land and Water Resource Inventory:** Barr will update the text, tables, and figures of this section to reflect the most current available natural resource data. Key updates will include updated climate data (i.e., Atlas 14), updated hydrologic soil classifications, 2016 impaired waters, and others. Barr will omit data tables corresponding to modeling or other analyses that are no longer current. The proposed scope of work does not include any new modeling. Barr will include results of hydrologic and hydraulic (H&H) modeling currently in progress. The updated H&H modeling is also being performed by Barr, allowing seamless integration of the methods, results, and proposed actions into section 3 and other relevant sections of the plan (e.g., assessment of problems, implementation priorities). Barr will update section 3 figures to reflect current, publically available GIS data and infrastructure data provided by the city. Barr will also incorporate maps developed as part of the ongoing H&H modeling effort (outside of this scope) that show areas inundated during the 100-year rainfall event.
- **Section 4—Goals and Policies:** New and/or revised goals and policies will be needed to reflect 1) updated requirements for cities included in WMO plans adopted since 2007; 2) new or changed regulatory programs (e.g., updated NPDES MS4 requirements); 3) new or suggested changes to city requirements and performance standards; and 4) emerging issues to be addressed, including those identified during the comprehensive planning process that are brought to our attention. We will work with city staff to develop goals and policies that provide meaningful direction for the city without duplicating the efforts of WMOs, state agencies, or others. We will assist the city in identifying methods and measures to address emerging issues (e.g., groundwater, aquatic invasive species, climate change resilience) that are appropriate to the city's desired level of effort. We will revisit the city's existing performance standards to determine if revisions are needed. Updating section 4 will be a collaborative effort and require significant input from city staff. We will seek initial input regarding these issues at the kick-off meeting and attend one meeting with city staff to review and receive feedback on an intermediate draft of goals and policies prior to compiling a complete draft plan.
- **Section 5—Assessment of Problems and Corrective Actions:** This section will require updates to reflect the city's progress in addressing existing issues and the emergence of new issues. Barr will include information about increased storm intensities and issues identified by modeling results (e.g., inundation mapping). Barr will rely on city staff to provide information about current local issues (e.g., localized flooding). We will work with city staff to clarify vague actions and/or reference programs or actions included in the city's implementation programs. Updates to section 5 will require communication and feedback from city staff; we will attend one meeting with city staff to review and receive feedback on an intermediate drafts of plan content related to problems, corrective actions, and the city's implementation program (sections 5 and 6 in the current plan).

- **Section 6—Implementation Priorities and Program:** Barr will revise this section to reflect changes in city operations and programs, and coordinate with other city programs (e.g., transportation). We will work with city staff to identify tasks to address problems defined in section 5 and document the process the city uses to prioritize projects. Barr will update the city's implementation tables (table 5-2 and table 5-3) with input from city staff. Updates to section 6 will be closely related to the corrective actions identified in section 5 and required significant input from city staff (including a meeting described under section 5 above).
- **Section 7—Financial Considerations:** Barr will update this section to reflect the city's current stormwater management funding mechanisms, including any changes to the city's stormwater utility, and projected expenses based on the city's updated implementation program (section 6).
- **Section 8—Amendment Procedures:** This content will be updated only at the city's request.

In completing task 2, we assume ongoing electronic and telephone communication with city staff as needed. As noted above, we also assume one meeting to review an interim draft of content related to goals and policies, and a second meeting to review an interim draft of content related to problems, corrective actions, and implementation priorities. Following these meetings, Barr will compile a **complete draft plan in electronic format (PDF)** and provide the draft plan to the city's project manager to distribute for review by appropriate city staff, the city council, and the public (if so desired) ahead of the city council meeting included in task 3.

task 3: plan review, revision, and adoption

Task 3 includes the internal (city) and external (WMO and Metropolitan Council) review of the draft plan, revision to the plan based on internal and external feedback, and adoption of the plan by the city council. In sequence, this includes the following actions:

- Barr will attend a **city council work session** to present the draft plan and receive feedback from the city council.
- Barr will **attend one meeting** with city staff to discuss additional city staff feedback on the complete draft plan provided in task 2 and feedback received at the city council work session. Barr will revise the draft plan based on discussion with city staff.
- Barr will submit a **revised draft plan, in electronic format**, to the Metropolitan Council and the four WMOs for official 60-day review.
- Barr will present the draft Plan at **three WMO board meetings** (excluding the Richfield-Bloomington WMO, which meets infrequently).
- Barr will organize comments received during the 60-day review into a **spreadsheet** and develop proposed responses and/or plan revisions in response to the comments. We will include this information in a **spreadsheet** provided to the city's project manager.
- Barr will discuss the comments and proposed responses/revisions in a **conference call** with the city's project manager. Based on this feedback, we will summarize the response to comments in a **memorandum to the WMOs** and submit the memorandum to the WMOs.
- Following approval of the city's plan by the WMOs, Barr will present (or assist city staff in presenting) the final plan to the city council at a **city council meeting** for adoption.
- Barr will provide a **final plan in electronic format** (PDF and supporting Microsoft Office documents) to city staff. Our cost estimate includes the production of **six printed copies of the final plan** (five for city use and one for Barr).

- Barr will provide necessary **comprehensive plan content** (text, tables, and figures) to the city in electronic format for inclusion in the city's comprehensive plan update. *If requested by the city, Barr will assist in writing the water resources chapter of the comprehensive plan, or provide review of a chapter written by city staff, at a cost to be determined outside of this proposal.*

This scope and associated cost assume one review cycle by the WMOs (i.e., the WMOs conditionally approve the plan pending a response to comments and/or resubmittal of the plan, if required). Additional review cycles, although not anticipated, will increase the cost and duration of task 3. WMO approval without requiring a response to comments or plan resubmittal may lower the associated costs.

optional task 1: develop an online GIS tool

In coordination with the plan update, Barr proposes developing an online web mapping tool that city staff may use to view, print, and edit spatial data. This tool will increase city staff access to critical data and may reduce the need for printing large figures.

Barr will coordinate **one meeting** with city staff early in the project to identify the city's needs for viewing and editing for the most useful datasets identified. Barr will develop the online web mapping tool to view the pre-determined GIS data layers at various scales, allowing users to zoom, pan, and toggle the information in the viewer. Barr will hold one **follow-up meeting** with city staff during the development stage to demonstrate the tool and receive feedback on desired tweaks to the tool's design and functionality. Barr will revise the tool prior to publishing the final version.

Barr assumes the tool will be accessed by city staff from a PC using compatible browsers. GIS data will be hosted on Barr's servers to provide the appropriate server support and security. The city has the option to allow public and/or private access to the tool. If private access is desired, Barr will provide a secure project website that is password protected for the city's use. During the project, Barr and the city can discuss the details for maintaining and updating the tool beyond the project's end date.

project schedule

The plan update will be performed in a manner that promotes efficiency and consistent progress while considering the timelines of other coordinated projects, including updates to city-wide H&H modeling, updates to the city's comprehensive plan, and ongoing WMO plan updates. The proposed project timeline shown in figure 1 was developed working backwards from a target completion date of October 1, 2017, included in the city's RFP.

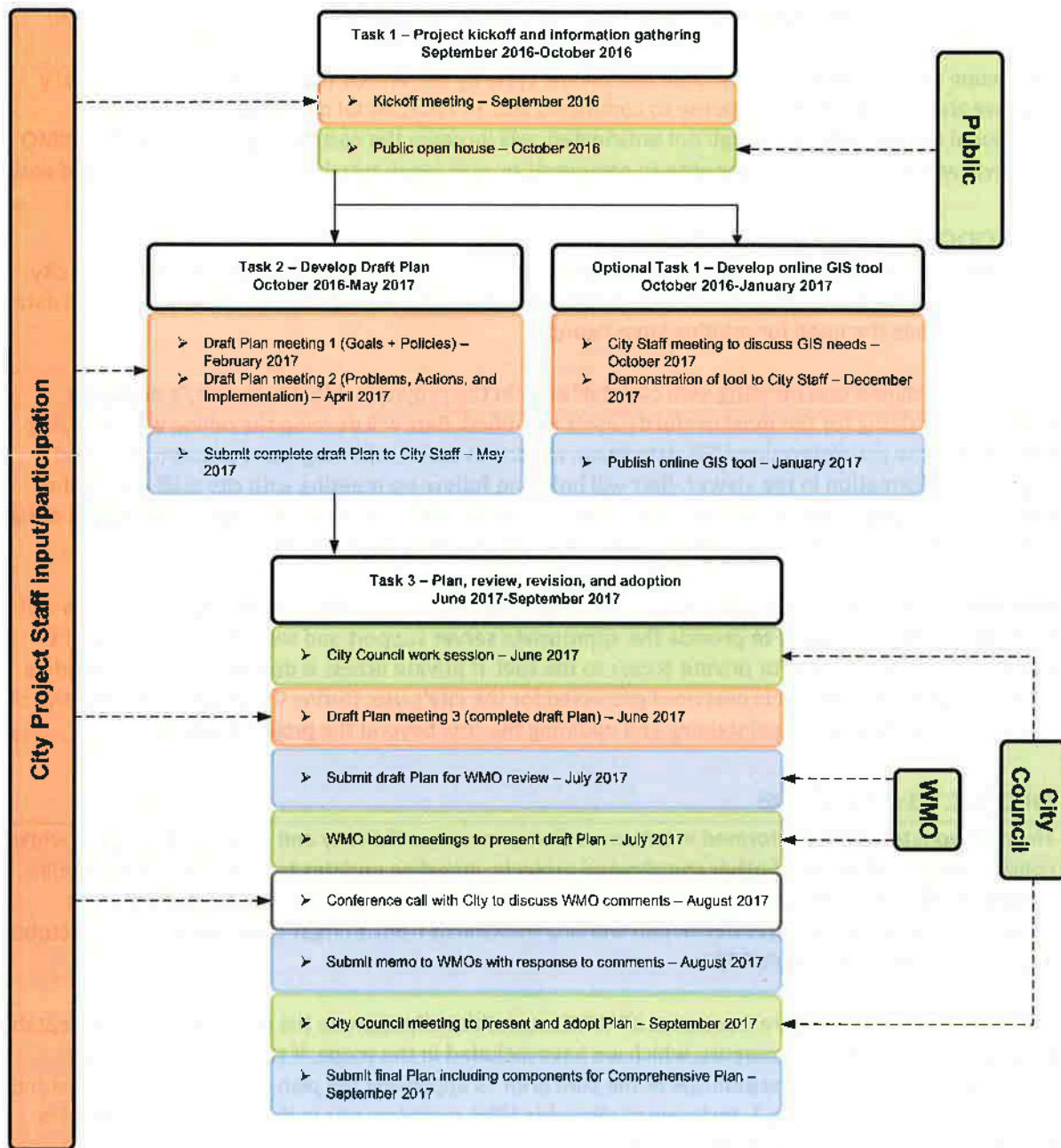
The schedule shown in figure 1 assumes all WMOs conditionally approve the plan pending an acceptable response to the WMO's comments, which we have included in the scope. If the WMOs require a response to comments or resubmittal of the plan prior to approving the plan, the schedule may extend beyond that shown in figure 1. Inclusion of city-wide H&H model results in the plan prevent the plan from being submitted to the WMOs earlier.

time/cost estimate

A detailed breakdown of each hours and costs by staff, task, and subtask is included as table 1. The total estimated cost to complete the project is **\$49,920**. The costs included in table 1 reflect the assumptions described in the scope and schedule, and include all associated material expenses (e.g., printing). A cost estimate for one additional, optional task (development of an online GIS tool) is also included in table 1.



Figure 1
Proposed Process and Schedule for City of Bloomington Surface
Water Management Plan Update



- Meeting with City project staff
- Other meetings with project cooperators/stakeholders
- Submittals/deliverables

- Process Flow
- Meetings



Table 1. Cost estimate to update the City of Bloomington Surface Water Management Plan

Project Name: City of Bloomington Local Surface Water Management Plan
Client Name: City of Bloomington
Date: August 26, 2016
Approved by: Karen Chandler

Name (Last, First) Initials Billing Rate Project Role	Chandler, Karen KLC \$165.00 Principal	Anderson, Wenz, Erin ELA \$155.00 Project Manager	Williams, Sterling SGW \$130.00 Technical Res.	Barnes, Brandon BIB \$125.00 Technical Res.	Mullen, Ross RSM \$90.00 Plan Writer	Wilka, Megan M1W \$70.00 GIS Specialist	Subtotal Hours	Subtotal Labor	Expenses	Project Total	Percentage of Total
Task 1											
Review Existing Plan		4			8	2	14	\$ 1,480		\$ 1,480	
Prepare for & attend Project Kickoff Meeting	4	4			8		16	\$ 2,000		\$ 2,000	
Prepare materials/attend open house		4	2		8	2	16	\$ 1,740	\$ 100	\$ 1,840	
Subtotal	4	12	2	0	24	4	46	\$ 5,220	\$ 100	\$ 5,320	11%
Task 2											
Update Executive Summary (Section 1)	1	2			6		9	\$ 1,015		\$ 1,015	
Update Introduction (Section 2)	1	4			8		13	\$ 1,505		\$ 1,505	
Update Resource Inventory (Section 3)	1	4	2	4	12	16	39	\$ 3,745		\$ 3,745	
Update Goals and Policies (Section 4)	4	8	16		32		60	\$ 6,860		\$ 6,860	
Meet with City staff (#1) to discuss partial draft		4		4	4		12	\$ 1,480		\$ 1,480	
Update Problems and Corrective Actions (Section 5)	2	8		4	16		30	\$ 3,510		\$ 3,510	
Update Implementation & Finances (Sections 6 & 7)	4	12	12		16		44	\$ 5,520		\$ 5,520	
Meet with City staff (#2) to discuss partial draft		4			4		8	\$ 980		\$ 980	
Compile plan (inc. Section 8) and submit to City	2	4		12	16		22	\$ 2,390		\$ 2,390	
Subtotal	15	50	30	14	114	16	237	\$ 27,005		\$ 27,005	54%
Task 3											
Prepare materials & attend City Council work session	4	4			4		8	\$ 1,280	\$ 100	\$ 1,380	
Meet with City staff (#3) to discuss complete draft		4			4		8	\$ 980		\$ 980	
Revise Plan based on City staff/council comments	2	8	4	2	8	4	28	\$ 3,340		\$ 3,340	
Submit draft Plan for WMO review		2					2	\$ 310		\$ 310	
Attend three (3) WMO meetings & present Plan		8			8		8	\$ 1,240		\$ 1,240	
Summarize WMO feedback in spreadsheet	1	4	2				15	\$ 1,765		\$ 1,765	
Call City staff to discuss WMO feedback & responses		2			2		4	\$ 490		\$ 490	
Draft memo to WMOs with responses & resubmit		6			6		12	\$ 1,470		\$ 1,470	
Perform final edits to Plan		6	2		24		34	\$ 3,680		\$ 3,680	
Present final plan to City Council		4					4	\$ 520	\$ 100	\$ 720	
Produce final electronic and printed Plans (6)					8		8	\$ 720	\$ 1,000	\$ 1,720	
Provide electronic documents for Comp Plan					4	2	6	\$ 500		\$ 500	
Subtotal	9	48	8	2	64	6	137	\$ 16,395	\$ 1,200	\$ 17,595	35%
Project Subtotal	28	110	40	14	202	26	420	\$ 45,620.00	\$ 1,900.00	\$ 49,920	
Project Total										\$ 49,920	
Optional Task 1 - Develop online GIS tool											
Meeting with City staff to discuss GIS needs		3				6	9	\$ 885		\$ 885	
Develop online GIS tool						36	36	\$ 2,520		\$ 2,520	
Open house to present to City personnel & get feedback		2				8	10	\$ 870		\$ 870	
Revisions to GIS tool following feedback		2				16	18	\$ 1,430		\$ 1,430	
Optional Task Subtotal	0	7	0	0	0	66	73	\$ 5,705		\$ 5,705	100%
Optional Task Total										\$ 5,705	

orange shading indicates meeting with City project staff
yellow shading indicates meeting with project cooperators
Assumptions related to this cost estimate are described in the attached scope

XVII. Confirmation of Receipt of Addenda

Addendum #	Date

I certify this Proposal complies with the specifications and conditions issued by the City except as clearly marked in the attached copy.

Date	August 26, 2016
Name	Karen Chandler, PE
Authorized Signature	<i>Karen L. Chandler</i>
Title	Vice President, Senior Water Resources Engineer
Company Name	Barr Engineering Co.
Address	4300 MarketPointe Drive, Suite 200
City, State	Minneapolis, MN
Zip Code	55435
Telephone Number	952-832-2813
Fax Number	952-832-2601
E mail	kchandler@barr.com

XVIII. Statement of Non-Collusion

The following statement shall be made as part of the Contractor's proposal.

I affirm that I am the Contractor, a partner of the consulting Contractor, or an officer or employee of the Contractor's corporation with authority to sign on the Contractor's behalf.

I also affirm that the attached has been compiled independently and without collusion or agreement, or understanding with any other Consultant designed to limit competition.

I hereby affirm that the contents of this Proposal have not been communicated by the Contractor or its agent to any person not an employee or agent of the City.

Karen L. Chandler

Signed

Karen Chandler, PE

Print Name

Vice President, Senior Water Resources Engineer

Title

August 26, 2016

Date

Barr Engineering Co.

Contractor Name

4300 MarketPointe Drive, Suite 200

Address

Minneapolis, MN 55435

City / State / Zip Code

952-832-2813, 952-832-2601

Telephone and Fax Numbers

kchandler@barr.com

Email Address

September 15, 2016

Exhibit C

Shelly Hanson, City Engineer
City of Bloomington
1700 West 98th Street
Bloomington, MN 55431

Re: Amendment to Barr proposal to update the City of Bloomington's local surface water management plan

Dear Ms. Hanson:

On August 26, 2016, Barr Engineering Co. submitted a proposal to update the City of Bloomington's local surface water management plan (Plan). Per the telephone conversation between Bryan Gruidl and Karen Chandler on September 7, 2016, we are providing this amendment to our original proposal. The proposed changes to the proposal include the following:

- **The open house** included in Task 1 will be replaced with a stakeholder engagement activity coordinated with the farmers market held on a Saturday (October 15, November 12 or December 10). The stakeholder engagement activity will be of similar effort to the planned open house and will be attended by Barr staff. It is anticipated that delaying this activity will not alter the overall project cost or timeline. We recommend the November 12 event, as it appears to fit in best with the project schedule.
- **One additional meeting** with city staff will be added to the end of Task 2 or the beginning of Task 3. The purpose of this meeting will be to discuss the draft Plan with city staff prior to distribution for review by the Watershed Management Organizations. The sequence of this meeting (e.g., before or after City Council review) will be determined at the project kickoff meeting.
- **One additional in-person meeting** with the Richfield-Bloomington Watershed Management Organization board during Task 3. The Richfield-Bloomington WMO is currently updating its watershed management plan. We assume the WMO will request a meeting at which Barr staff will present the draft Plan.
- **Optional task 1** related to developing an online GIS tool will be included as part of the project to be performed only upon direction from the city project manager. The cost of optional task 1 is included in the overall cost estimate.

The included table shows the estimated costs from the original proposal and updated costs incorporating the changes described above. We estimate that the proposed project schedule included in

the original proposal can be achieved with the above scope modifications. Meeting the original schedule will require timely communication, meeting coordination, and review of draft deliverables on the part of Barr and city staff.

Task	Original Cost	Revised Cost	Change in Cost
Task 1: project kick-off and information gathering	\$5,320	\$5,320	--
Task 2: development of the draft plan	\$27,005	\$27,005	--
Task 3: plan review, revision, and adoption	\$17,595	\$18,835	\$1,240
Optional Task 1: develop an online GIS tool	--	\$5,705	\$5,705
Project Total	\$49,920	\$56,865	\$6,945

Please do not hesitate to contact Karen Chandler if you have any questions about the proposed changes in scope and cost. We thank you for considering Barr Engineering Co. to assist you in updating the city's SWMP and look forward to discussing the project in greater detail at the project kickoff meeting.

Sincerely,



Karen Chandler, PE
Vice President, Principal in Charge



Erin Anderson Wenz, PE, ENV SP
Project Manager

Request for Council Action

Originator Parks and Recreation	Item Funding Approval for 2016 Community Investment Program Miscellaneous Park Improvements and Equipment
Agenda Section Consent Business	Date 9/26/2016

Description

Staff requests Council approve \$50,000 from the Parks Capital Fund #4400 for miscellaneous park improvements and equipment. These include improvements and equipment that individually fall below the \$50,000 threshold for inclusion in the City CIP such as: picnic tables, bike racks, benches, water fountain for the Valley View Skate Park and safety surfacing for the Cedarcrest Splash Pad.

The Council adopted 2016 - 2020 City Community Investment Program (CIP) included \$50,000 for miscellaneous park improvements and equipment in the year 2016. There is currently \$581,999 in undesignated dollars in the Parks Capital Fund, which provides sufficient funding for this project (\$50,000) as well as the other planned 2016 and 2017 CIP park improvement projects (\$414,926) that are designated to be funded through the Parks Capital Fund. A funding request for these other park improvement projects will be brought to Council at a later date.

Item created by: Randy Quale, Parks and Recreation

Presenter: Randy Quale and/or Diann Kirby

Requested Action

Approve \$50,000 from the Parks Capital Fund #4400 for miscellaneous park improvements and equipment as requested by staff.

Attachments:

Request for Council Action

Originator Planning	Item Resolution of Denial – Fence Variance
Agenda Section Consent Agenda	Date 9/26/2016

Description

Applicant: Patrick Bigelow

Location: 9915 Portland Avenue South

Request: Variances to:

- 1) Increase the fence opacity from 50 percent to 100 percent.
- 2) Increase the allowed height of a fence in the side yard adjacent to a street from 4 feet to 7 feet 4 inches.
- 3) Increase the posts from 12 inches above the fence to 13 inches above for a total height of 8 feet 5 inches.

Item created by: Londell Pease

Presenter: Larry Lee

Requested Action

On September 12, 2016, the City Council was unable to make the required findings for variances in Case PL2016-128 and directed staff to prepare a resolution of denial. The applicant requested three variances for a fence located in the yard adjoining a street at 9915 Portland Avenue South to allow an increase in fence opacity from 50 percent to 100 percent, to increase the allowed height of a fence in the side yard adjacent to a street from 4 feet to 7 feet 4 inches and to increase the posts from 12 inches above the fence to 13 inches above the fence for a total height of 8 feet 5 inches. Staff recommends the City Council adopt the enclosed resolution of denial.

Attachments:

Resolution

RESOLUTION NO. 2016-_____

A RESOLUTION DENYING THREE VARIANCES TO INCREASE FENCE HEIGHT AND OPACITY AT 9915 PORTLAND AVENUE SOUTH, BLOOMINGTON, MINNESOTA

WHEREAS, the City of Bloomington City Council is the official governing body of the City of Bloomington; and

WHEREAS, an application was filed on by Patrick Bigelow (“Applicant”), the owner of the premises located at 9915 Portland Avenue South, and legally described as follows:

Lot 1, Block 2, Luknic 2nd Addition

for three variances from the City Code standards to (a) increase the allowed height of a fence in the side yard abutting a street from 4 feet to 7 feet, 4 inches; (b) to increase the allowed height of the posts from 12 inches above the fence to 13 inches above for a total height of 8 feet, 5 inches; and (c) to increase the opacity from 50 percent to 100 percent (Case PL 2016-128); and

WHEREAS, in 2016, the Applicant constructed a fence in the yard area adjoining a street in violation of the zoning code; and

WHEREAS, Sections 21.301.08(c) and (d) of the City Code stipulate that the maximum fence height in a yard abutting a street is four feet and the maximum fence opacity in a yard abutting a street is 50 percent; and

WHEREAS, Sections 21.301.08(c) and (d) of the City Code were adopted on December 1, 2008, and fences existing before that date are legally nonconforming fences; and

WHEREAS, Minnesota Statutes §462.357, subd. 6(2) and City Code §2.98.01 (b)(2) each require affirmative findings that the requested variance is in harmony with the general purposes and intent of the ordinance and consistent with the comprehensive plan, and the applicant for the variance establishes that there are practical difficulties in complying with the zoning ordinance. "Practical difficulties," as used in connection with the granting of a variance, means that the property owner proposes to use the property in a reasonable manner not permitted by the zoning ordinance; the plight of the landowner is due to circumstances unique to the property not created by the landowner; and the variance, if granted, will not alter the essential character of the locality. Economic considerations alone do not constitute practical difficulties; and

WHEREAS, on August 25, 2016, in its regular meeting assembled, the City Planning Commission reviewed the background materials provided in the staff report, conducted a public hearing during which the Applicant was provided with an opportunity to put forth the basis for the requested variance; and

WHEREAS, following public testimony, the Planning Commission closed the public hearing, discussed the matter, and then a motion recommended denial of the variances passed on a 4-1 vote. The Planning Commission suggested the City Council consider approval of a six foot high, fully opaque fence; and

WHEREAS, on September 12, 2016, in its regular meeting assembled the City Council, acting in its quasi-judicial capacity, conducted a public hearing on the requested variances. Prior to that hearing, both City staff and the Applicant were provided with an opportunity to submit all materials relevant to the City Council's consideration of the requested variances. Those materials were made part of the record before the City Council. The Applicant, appeared before the City Council and argued for the variance.

WHEREAS, the City Council has considered the City staff report, the findings and recommendation of the Planning Commission, the comments of persons speaking regarding the proposed variances, and the factors in Bloomington City Code Section 2.98.01(b) and finds as follows:

Section 2.98.01 (b) (2):

(A) Requirement: the variance must be in harmony with the general purposes and intent of the ordinance;

- * The City Code acknowledges the health, safety, aesthetic, and economic value of fences, but limits the height to four feet along a street and six feet in a rear yard. These limits were established because fences that exceed these heights decrease emergency access to the property for police, fire, and medical personnel; and can affect traffic safety and visibility. The requested variance for a 7- foot, 4-inch fence is greater than the general public is allowed for both a rear yard and a yard along a street. Therefore, a fence of 7

feet, 4 inches is not in harmony with the general purpose and intent of the City Code to provide reasonable privacy from the adjoining street.

(B) Requirement: the variance must be consistent with the comprehensive plan;

- * The Comprehensive Plan does not specifically discuss fences or include goals or strategies that specifically relate to the request. Therefore, the requested variances are not inconsistent with the Comprehensive Plan.

(C) Requirement: the Applicant must establish that there are practical difficulties in complying with the zoning ordinance. Economic considerations alone do not constitute practical difficulties. To establish practical difficulties as used in connection with the granting of the variance, the applicant must show that:

(i) The property owner proposes to use the property in a reasonable manner not permitted by the zoning ordinance;

- * The Applicant believes the practical difficulty in complying with the zoning ordinance includes the levels of traffic on Portland Avenue where increased traffic and activity minimize privacy. Portland Avenue south of 98th Street has an average daily trip (ADT) count lower than many similar collector streets in the City of Bloomington. Comparable streets in the City with ADTs higher than Portland Avenue, and the same fence regulations apply. A 7-foot, 4-inch high, completely opaque fence around a portion of the side yard adjoining a street and rear yard to increase the privacy is not required for the reasonable use of a single family property. Therefore, the proposed fence is not reasonable for the Applicant's property.

(ii) The plight of the landowner is due to circumstances unique to the property not created by the landowner; and

- * The Applicant's lot is a Code complying 15,228 square foot lot. The Applicant could construct a six foot privacy fence to enclose over 5,000 square feet of the rear yard to provide privacy. The Applicant built the fence along Portland Avenue to screen vehicles and other related items parked and stored along the street side of the garage. However, there is sufficient area available for the applicant to place the vehicles and related items in compliance with City Code. Therefore, the plight of the landowner is not due to circumstances unique to the property.

(iii) The variance if granted will not alter the essential character of the locality.

- * Other legally nonconforming fences in the locality are no taller than six feet; other properties in the locality have no fence along the street. Finding: A 7-foot, 4-inch fence with post-top lights at 8 feet, 5 inches is not consistent with

other fences along the street in the locality and is not consistent with the character of a residential neighborhood; and

WHEREAS, the City Council has reviewed all materials submitted by the Applicant and City Staff, has considered the oral and written testimony offered by the Applicant and all interested parties, and has made the findings set forth above.

NOW THEREFORE BE IT RESOLVED BY THE CITY COUNCIL FOR THE CITY OF BLOOMINGTON as follows:

1. The recitals set forth above are hereby incorporated by reference.
2. The Applicant's request for the three variances set forth in Case PL 2016-128 are hereby **DENIED**.
3. City Staff are authorized and directed to take all necessary and appropriate steps to accomplish the intent of this Resolution.

Passed and adopted this 26th day of September, 2016.

Mayor

ATTEST:

Secretary to the Council



Request for Council Action

Originator City Clerk	Item Approval of Additional Election Judges for the 2016 General Election
Agenda Section Consent Business	Date 9/26/2016
Description	

Please see the attached list for additional eligible individuals who have indicated their availability to serve as election judges for the General Election to be held November 8, 2016.

Item created by: K. Engberg
Presenter: Janet Lewis

Requested Action

The City Council is asked to approve the attached list of individuals as eligible to serve as election judges for the 2016 General Election.

Attachments:

List of Additional Election Judges

Additional Election Judges for the 2016 General Election

Dillon Ackerman	Karen Mikkelson
Jessica Anderson	Jeffrey Mills
Jill Anderson	Kimberly Mohan
Susan Anderson	Craig Morrill
Cloteal Ashley	Marilyn Murray
Patricia Beauchamp	David Mykkeltvedt
Bion Beebe	Bonnie Nasstrom
Jean Benson	Constance Navratil
Robert Benson	Helen Nikiel
Blair Bjerkeset	Geoffrey Njoroge
Robert Bogott	Janice Noard
Fred Brown	Lynnae Nye
Leslie Buehler	Clayton Olson
MaryAnn Burnes	Mark Olson
Lana Carnahan	Emily Paulino
William Christianson	Richard Peacha
Dorothy Colebank	Steven Peplinski
Stacy Connolly	Karen Peterson
Nawalage Cooray	Michael Prok
Kathy Dahlen	Barbara Reichter
Christian Eckes	Lynn Roloff
Bonnie Garoutte	Robin Rust
Gary Gaylord	Christine Safarz
Peter Gokey	Renee Santoro
Mary Gonyer	Corinne Shepherd
Georgia Greve	Charlotte Silva
Ellen Hacker	Mara Stauffacher
Aaron Harkner	Betty Stennes
Diane Henjum	Marlene Stoick
Lindsey Henke	Jared Thompson
Nicholas Henke	Jane Voss
Patricia Hess	Cathryn Weller
Patricia Hodnefield	William Weller
Katharine Husted	Sue Wenner
Julie Jorgensen	Monica Williams
Cynthia Julian	Karen Wolf
Joyce Keiran	Michael Wooley
Kathleen Klis	
Charlene Larson	
Elizabeth Leach	
Claire Lee	
Judy Liudahl	
Theresa Lubbers	
Jessica Madsen	
Melinda Marshall	
Sue Martell	
Carol McDonald	
Barb McKeand	
Margaret Merriman	

Request for Council Action

Originator City Manager	Item Travel Request - Approve
Agenda Section CONSENT BUSINESS	Date 9/26/2016
Description	

The City Council is requested to approve the following out-of-state travel expenses for **Mayor Gene Winstead** who will be attending the conference listed below:

The purpose of this trip is to meet with elected officials and city leaders, studying Baltimore and DC as two highly urban, diverse cities that are continually innovating to deal with improving education, addressing racial equity, and creating environments for people and businesses to thrive.

- **15th Annual Inner City Leadership Visit (ICLV) 2016**
(Washington, DC) -- October 16 – 18, 2016
- \$2,495 includes air, ground transportation, hotel, and meals.

Conference Registration	\$.00
Airfare		.00
Hotel (2 nights)		2,495.00
Meals (3 days)		.00
Miscellaneous		<u>100.00</u>
TOTAL	\$	<u>2,595.00</u>

Item created by: Denise Dargan

Presenter: NA

Requested Action

Approve the out-of-state travel expenses for Mayor Winstead as listed above.

Attachments:

ICLV October 2016

Creating powerful partnerships to unite and grow member businesses and the region.

Not a Chamber Member?
JOIN TODAY



Upcoming Events

- Sep 21** Get Acquainted Breakfast: Fall Fine Arts Showcase
- Sep 23** Critical Issues Forum: Leading the Charge - New Visions for Minneapolis and the Region
- Sep 29** Super Bowl LII Business Connect Town Hall Session
- Sep 30** SMART for Business: Messaging that Matters
- Oct 6** Weed It and Reap + Cultivate Northeast
- Oct** DRIVE Social: Lakes & Legends

[View All Chamber Events](#)
[View All Minneapolis Regional Events](#)
[View the Community Calendar](#)

15th Annual InterCity Leadership Visit

Date: October 16, 2016 - October 18, 2016

[Register Now](#)

Event Description:

As of March 1st, the ICLV is SOLD OUT. However, we do get changes and cancellations so we encourage you to register yourself for the waiting list here: [Waiting List Sign Up](#).

If a spot becomes available you will be contacted and you can accept or if you are no longer able to attend, we will move to the next person on the list. We generally get to 5-15 people from the waiting list each year.



Because the ICLV has sold out within weeks of the initial announcement the past few years, we are offering a pre-registration opportunity to our Minneapolis Regional and Saint Paul Area Chamber of Commerce board members, partners and member organizations. Receiving this email gives you an opportunity to secure your spot before registration is open to the public. We have selected Washington DC AND Baltimore as our communities to study this year.

Both the DC metro area and Baltimore are examples of highly urban, diverse cities that are continually innovating to deal with improving education, addressing racial equity, and creating environments for people and business to

thrive.

The DC area, where nearly 40% of its gross regional product is from the Federal government, is focused on building a tech sector and attracting more foreign-direct investment. Oh, and building a new state of the art Major League Soccer stadium as part of a massive mixed-use redevelopment.

In Baltimore, civic leaders are engaged in strategies to address generational poverty and decline that contributed to the Freddie Gray headlines of last year. Several groups are working to erase blight, create new jobs and the workforce pathways to train people for those jobs. Leveraging its Anchor institutions such as Johns Hopkins, the region is working hard to ensure there is opportunity for all its residents.

Questions? Contact:

Wendy Helgeson | 612-501-0377

Cancellation Policy: Any cancellation received before Wednesday August 31st, 2016 will result in a full refund minus a \$300 administrative fee and any costs associated with room and/or airline charges at that time. No refunds will be given after Wednesday August 31st, 2016.

Registration is not guaranteed until all registration forms are complete & payment is received and accepted by the Minneapolis Regional Chamber of Commerce/Saint Paul Area Chamber of Commerce.

[To Current Calendar](#)

Event Sponsors:

Bloomington Convention & Visitors Bureau
Comcast
GovDelivery, Inc.
Jefferson Lines
Meet Minneapolis
Minnesota High Tech Association
Minnesota Vikings Football, LLC
RBC Wealth Management
Saint Paul Convention & Visitors Authority
Target Corporation
US Bancorp
Wells Fargo Bank Minnesota
Xcel Energy

Location:
Baltimore

Contact Information:
Wendy Helgeson
[Send an Email](#)

Fees/Admission:
\$2495 per person including air, ground transportation, hotel and meals

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Request for Council Action

Originator Finance	Item Resolution Abating Debt Service Levies
Agenda Section Consent Business	Date 9/26/2016
Description	

The Council is asked to consider and approve the attached Resolution, which will abate the debt service levies in 2017.

There are sufficient monies in the appropriate funds to allow the abatement of these debt service payments. These obligations for 2017 have already been eliminated from the 2017 Preliminary Levy (7.72% increase) debt service category amount.

<u>Bond Issue</u>	<u>Original 2016/17 Levy</u>	<u>Reduce Levy to</u>
General Obligation Capital Improvement Plan Bonds 2010	\$696,163.13	\$0
General Obligation PIR Bond of 2010 Series 44	\$456,792.05	\$0
General Obligation PIR Refunding 2011A	\$337,548.69	\$0
General Obligation PIR Series 2013A	\$240,171.86	\$0

Item created by: Finance
Presenter: Lori Economy-Scholler

Requested Action

Adopt a Resolution abating the debt service levy for the above listed General Obligation Capital Improvement Plan Bonds 2010, General Obligation PIR Bond of 2010, Series 44, General Obligation PIR Refunding 2011A, and the General Obligation PIR Series 2013A.

Attachments:

RESOLUTION

RESOLUTION NO. 2016 –
RESOLUTION ABATING DEBT SERVICE LEVIES

WHEREAS, the City Council is the official governing body of the City of Bloomington;
and,

WHEREAS, the City Financial Staff has advised the City Council that the amount of money available in the City's Public Improvement Revolving Fund and Facility Fund accounts, including interest earnings or other income, will be sufficient principal and interest to be collected on the following bonds during the year 2017.

<u>Bond Issue</u>	<u>Original 2016/17 Levy</u>	<u>Reduce Levy to</u>
General Obligation Capital Improvement Plan Bonds 2010	\$696,163.13	\$0
General Obligation PIR Bond of 2010 Series 44	\$456,792.05	\$0
General Obligation PIR Refunding 2011A	\$337,548.69	\$0
General Obligation PIR Series 2013A	\$240,171.86	\$0

WHEREAS, the City is authorized, pursuant to the provisions of the respective Bond Resolution 2016-____, and of Minnesota Statutes, Section 475.61, to direct the City Clerk of the City to certify to the County that sufficient funds are available to pay principal and interest due

on the Bonds during the year 2016 and to request that the County reduce the levy for payable 2017 with respect to the Bonds.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of
Bloomington that:

1. The City Council hereby directs the City Clerk to certify to Hennepin County that the balance of monies indicated above is on hand and available in the respective Funds, and that such amounts are sufficient to pay the principal and interest due on the indicated bonds during the year 2016 and, therefore, to request the County Auditor to reduce the levy with respect to the bond issue for the year 2017 to amount shown above.

2. That the form of the certification to be delivered by the City Clerk to Hennepin County is attached hereto as Exhibit A and incorporated in the minutes of this meeting and approved.

Pass and adopted this 26th day of September, 2016.

Mayor

Attest:

Secretary to the Council

EXHIBIT A

STATE OF MINNESOTA)	CERTIFICATION BY CITY CLERK
COUNTY OF HENNEPIN)	OF THE CITY OF
CITY OF BLOOMINGTON)	BLOOMINGTON, HENNEPIN COUNTY, MINNESOTA

The undersigned duly qualified and acting City Clerk of the City of Bloomington hereby certifies that:

- i) Attached hereto is a true and correct copy of the original Resolution No. 2016 - ____ .
- ii) The City of Bloomington has sufficient funds in the appropriate accounts to allow the abatement of these 2016 levies collectable in 2017 due for General Obligation Capital Improvement Plan Bonds 2010, General Obligation PIR Bond of 2010, Series 44, General Obligation PIR Refunding 2011A, and the General Obligation PIR Series 2013A.
- iii) Pursuant to Minnesota Statutes, Section 475.61, the City Council of the City of Bloomington requests the County of Hennepin County, Minnesota to reduce the tax levy for said bonds for the year 2016/17 to the amounts shown in the Resolution 2016 - ____ .

WITNESS my hand and seal of the City of Bloomington, Minnesota, this 26th day of September 2016.

City Clerk, City of Bloomington



Request for Council Action

Originator City Manager	Item Meeting Minutes City Council - Approval
Agenda Section CONSENT BUSINESS	Date 9/26/2016

Description

Enclosed are the August 15, 2016 City Council Regular meeting minutes for approval.

Item created by: Denise Dargan

Presenter: NA

Requested Action

Approve the August 15, 2016 City Council Regular meeting minutes as presented.

Attachments:

8.15.16 City Council Regular Meeting Minutes

Monday, August 15, 2016
Bloomington Civic Plaza
1800 West Old Shakopee Road
Bloomington, Minnesota 55431-3027

- 1 **GREETING TO COUNCIL** Greeting to the City Council was played, featuring resident Ibrahim Ailida.

- 1.1 **CALL TO ORDER - 7:00 PM** Mayor Winstead called the meeting to order at 7:00 pm.

Present: Councilmembers J. Baloga, T. Busse, A. Carlson, D. Lowman, J. Oleson, K. Vlasisavljevich

- 2 **INTRODUCTORY**

- 2.1 **FLAG PRESENTATION** Mayor Winstead led the audience in the pledge of allegiance to the flag.

- 3 **CONSENT BUSINESS**

- 3.1 **Ratification of 2016-17 Labor Agreement - IAFF Dispatchers** Requested Action: The Council is asked to ratify the attached labor agreement with IAFF, Metro Police and Fire Dispatchers, Local 4689, representing the City's dispatchers, and authorize the appropriate officials to sign the agreement on behalf of the City.

Motion by Busse.
Seconded by Baloga.
Motion carried 7-0.

- 3.2 **Ratification of Labor Agreement - AFSCME Local 2828 - Assistant City Attorneys** Requested Action: The Council is asked to ratify the attached labor agreement with AFSCME Local 2828, representing the Assistant City Attorneys, and authorize the appropriate officials to sign the agreement on behalf of the City.

Motion by Busse.
Seconded by Baloga.
Motion carried 7-0.

- 3.3 **ESRI Enterprise Level Agreement** Requested Action: Council is requested to approve the agreement with ESRI in the amount of \$150,000.

Motion by Busse.
Seconded by Baloga.
Motion carried 7-0.

- 3.4 **Approve the Business Associate Agreement with Wilder Research** Requested Action: Approve the Business Associate Agreement with Wilder Research.

Motion by Busse.
Seconded by Baloga.
Motion carried 7-0.

**3.5 Interstate Companies
Lease Amendment**

Requested Action: Staff recommends the City Council approve the lease extension with Interstate Companies, Inc. through December 31, 2017.

Motion by Busse.
Seconded by Baloga.
Motion carried 7-0.

**3.6 Amendment to
Metropolitan Council
Regional Park Grant
Agreement**

Requested Action: Approve the amendment to grant agreement #SG-03560 between the City and the Metropolitan Council for the Hyland-Bush-Anderson Lakes Regional Park Reserve.

Motion by Busse.
Seconded by Baloga.
Motion carried 7-0.

**3.7 Nokomis-MN River Trail
Easements; Just
Compensation;
Eminent Domain; Hire
Counsel**

Requested Action: Staff recommends approval to: set “Just Compensation” figures, make offers to all affected property owners, to hire outside counsel, and to approve Eminent Domain Resolution for the Nokomis-Minnesota River Regional Trail.

Motion by Busse.
Seconded by Baloga.
Motion carried 7-0.

**3.8 Resolution Initiating
Rezoning in the Flood
Hazard Overlay District**

Requested Action: Adopt a resolution initiating rezoning of parcels to modify the location of Flood Hazard (FH) Overlay zoning district boundaries to reflect updated Flood Insurance Rate Maps.

Motion by Busse.
Seconded by Baloga.
Motion carried 7-0.

**3.9 Approve MnDOT and
City of Bloomington
Agreement for
Preliminary
Engineering for 2016-
202**

Requested Action: Request approval of Resolution Authorizing the City of Bloomington to Execute and Enter Into Agreement #1025922, between MnDOT and City of Bloomington for Federal Participation in Preliminary Engineering for S.P. 107-030-006, CMAQ 2716(066), Signal Optimization and ITS Project 2016-202.

Motion by Busse.
Seconded by Baloga.
Motion carried 7-0.

**3.10 Two Tandem Axle Cab
& Chassis- Approve
Purchase**

Requested Action: Approve the purchase of two 2017 Western Star 4700 6x4 cab chassis trucks from Boyer Ford Trucks, Inc. under the State of Minnesota Contract #77960 for a total cost of \$197,296.00.

Approve the purchase of two Henderson Model Mark E 15' bodies under Minnesota State Contract #100782 from Aspen Equipment Company for a total cost of \$260,294.00.

Motion by Busse.
Seconded by Baloga.
Motion carried 7-0.

3.11 Approve Agreement No. 1025931 between MnDOT and City of Bloomington Force Account Project 2016-202 Signal Optimization and ITS Project

Requested Action: Request approval of resolution authorizing the City of Bloomington to execute and enter into Agreement #1025931 between MnDOT and City of Bloomington for Federal Participation in Force Account for S.P. 107-030-006, CMAQ 2716(066), Signal Optimization and ITS Project 2016-202.

Motion by Busse.
Seconded by Baloga.
Motion carried 7-0.

3.12 Accept Donations

Requested Action: Accept donations as listed.

Busse thanked everyone that has donated to the various departments and City outlets. Asked Staff to send appropriate thank you notes.

Motion by Busse.
Seconded by Oleson.
Motion carried 7-0.

3.13 Meeting Minutes City Council - Approval

Requested Action: Approve the meeting minutes as presented for the following:

July 11, 2016 City Council Regular Meeting
July 21, 2016 City Council Study Meeting
August 1, 2016 City Council Regular Meeting

Motion by Busse.
Seconded by Baloga.
Motion carried 7-0.

3.14 Amend October 2016 Council Calendar

Requested Action: Adopt resolution to amend the October 2016 City Council meeting calendar.

Motion by Busse.
Seconded by Baloga.
Motion carried 7-0.

4 PUBLIC COMMENT PERIOD

4.1 Response to Prior Meeting's Public Comments

Requested Action: City Manager Verbrugge commented on Tim Sandry's comments on the possibility of a Sustainability Committee. In follow-up to that discussion, and based on Council's direction to establish a coalition, there will be a planning meeting to put together the draft for what a new charter would look like, what scope would look like, and other issues related to sustainability. Looking at August 31st for the first meeting with a larger group meeting in early September.

City Manager Verbrugge also mentioned Dan Cripe's comments regarding the Valley View Skate Park. Explained that Parks & Recreation Manager

Randy Quale provided a written response to Cripe which was also sent to City Council, explaining there are drinking fountains available nearby but will look at the possibility of having a drinking fountain on the south side of the skate park also. Regarding the shade, there is a water tower that provides ample shade. At the Arnie Johnson field, there is shade available too. The cost is prohibitive, but will look into this in the future when looking to add items to the CIP.

City Manager Verbrugge mentioned that there have been numerous customer contacts regarding organized collection. Explained what organized collection is and that it impacts single-family homes in Bloomington. The consortium is working together to make sure the haulers are carrying out the organized collection efforts. The haulers have preserved their market share and zoned it to make it more efficient. The official start date is October 3, 2016. Haulers started early to do having practice runs. Confusion came in where there are new haulers picking up peoples' trash. Haulers are currently working to exchange the carts. The City will be putting a letter out to all single family homeowner to explain in greater detail. Verbrugge advised residents to leave their bins outside during the entire business day (7am – 5pm) of the regular pick-up date. The consortium does not provide for weekly recycling. Those who had weekly recycling will start getting bi-weekly recycling. Council previously expressed interest in having weekly recycling, but it wasn't feasible for all haulers within the consortium. Same issues with organics recycling. These are not included in the contract. We have started transitioning, before October 3rd. This is a process that involves a lot of moving parts. If people have questions, please contact us. The letter will also be posted on the City of Bloomington website also. As with any changes, we rely on residents to let us know when things are not working well and we'll do our best to turn it around as quickly as we can.

4.2 Public Comment

Speaker #1: Mark Burnier, 10824 Little Avenue South:
Burnier works for Republic. What didn't work was that he works for a major hauler that is provided free refuse. Asked for a waiver because he does not need the service that is being provided. Has never utilized the garbage services in Bloomington since he brings his garbage to work with him.

Mayor Winstead said there have been provisions for waivers. Said this would be followed up on.

Speaker #2: Peter Clement, 8319 Wyoming Avenue:
Asked about ordinances for chicken coops and the setback for property line, and if Council is willing to look into this again. He has information for how Edina, St. Louis Park, and Minnetonka have addressed this issue. The City of Edina said the setback is 20 feet. St. Louis Park is 10 feet from the nearest property line. The City of Minnetonka is 2 feet. Asked Bloomington to consider not having such a large setback to allow more residents to have chickens.

Mayor Winstead said Council will look into this to see if there is interest in consideration on a reduction in setback.

5 LICENSING DIVISION: PUBLIC HEARINGS

5.1 Liquor License Violations

Requested Action: It is recommended that the above-described establishments be fined as follows:

Trader Joe's East, Inc., d/b/a Trader Joe's- \$1,000.00
TS7, LLC d/b/a Clover Liquor - \$1,000.00
United Penn Lake Liquor, Inc., d/b/a United Penn Lake Liquor - \$1,000.00
Burger Burger, LLC, d/b/a Burger Burger - \$1,000.00
City of Bloomington, d/b/a Hyland Greens Golf - 28-day suspension
Columbia Properties MPLS, Ltd, d/b/a Minneapolis Airport Marriott - \$1,000.00

Perkins & Marie Callenders, d/b/a Perkins Restaurant & Bakery - \$500.00
SMAKEM Bloomington, LLC, d/b/a Doubletree by Hilton - \$1,000.00
Wischerman Partners, Inc., d/b/a Sheraton Bloomington Hotel - \$1,250.00

Mayor Winstead explained that he will be stepping down for items 5.1 and 5.2 due to holding a liquor license. Baloga sat in as Acting Mayor.

City Attorney Melissa Manderschied spoke that there were nine public hearings that are the result of the Bloomington Police Officers conducting some detail to enforce laws regarding liquor sales to underage individuals. This detail was conducted on June 8, 2016. There were nine license holders that were charged with selling alcohol to operatives who were under the age of 21. All nine have signed stipulations to the facts related to the charges and these stipulations and the corresponding police reports are in the agenda packet for this evening. There are nine licensees. Three off sale and the balance are on-sale. Council has two votes tonight. The first vote to determine if the violation is willful. The second vote is to determine the penalty. If the violation is found to be willful, Council has discretion to impose a fine and suspension, or a combination of the two, and may additionally consider revocation of the license. If the violation is not found to be willful, Council has the discretion to impose a fine and a penalty and a suspension, or a combination of the fine and suspension.

Licensing Inspector Doug Junker provided short synopses on each violation. Reiterated that each of the violations occurred on June 8, 2016.

1. Trader Joe's East, Inc., d/b/a Trader Joe's

Junker explained the occurrence and stated this is their first violation within five years and the recommended fine is \$1,000.

City Attorney Manderschied stated this is a public hearing.

Hugh Arme, Store Captain at Trader Joe's, expressed sorrow and disappointment for this and feels he's let down his town. Has maintained a very strong track record of training and the importance and committed to keeping community safe. Launched a re-training program for why the law is important and why it exists. Re-trained all supervisors who made certain that each crewmember understood each step of the law.

Busse asked if cash registers have swipe with license. Arme confirmed no they do not. They have a calculator built into cash register, but every time a bottle is scanned, there is a prompt for ID.

Busse moved to find the violation by Trader Joe's as non-willful.
Seconded by Carlson.
Motion carried 6-0.

Busse moved to impose \$1,000 fine to Trader Joe's for the violation.
Seconded by Vlasisavlievich.
Motion carried 6-0.

2. TS7, LLC d/b/a Clover Liquor

Junker explained the occurrence and stated this is their first violation within five years and the recommended fine is \$1,000.

Plern Saesong, owner and manager, 2911 81st Circle North, Brooklyn Park: Came forward and stated how sorry he is for this.

Busse asked if there is a provision within the statute that the violation can stick with the building and not the owner. Junker said it starts with zero with each owner. Have had a bad run with owners at this location.

Saesong explained that the training at this location is to ID. Said he trusts his family who is the employee that made this mistake.

Oleson asked if they have an age-of-purchase calendar to indicate what date they need to see on ID in order to okay a sale. Owner said they do have that and have the machine that swipes IDs.

Lowman asked if there is a way to override the swipe and make the sale. Owner said they can override but ensured Council this will not happen again.

Busse moved to close public hearing.

Seconded by Oleson.

Motion carried 6-0.

Busse moved to find the violation by TS7 as non-willful.

Seconded Vlaisavljevich.

Motion carried 6-0.

Busse moved to impose \$1,000 fine to TS7 for the violation.

Seconded by Carlson.

Motion carried 6-0.

3. United Penn Lake Liquor, Inc., d/b/a United Penn Lake Liquor

Junker explained the occurrence and stated this is their first violation within five years and the recommended fine is \$1,000.

Representative Dan Conden explained that the employee did make a mistake and apologized for this behavior. Have increased signage at point of sale, increased to quarterly training, are doing weekly training, and are setting up observations for employees to assist with training.

Busse moved to close public hearing.

Seconded by Oleson.

Motion carried 6-0.

Busse moved to find the violation by United Penn Lake Liquor as non-willful.

Seconded by Vlaisavljevich.

Motion carried 6-0.

Busse moved to impose \$1,000 fine to United Penn Lake Liquor for the violation.

Seconded by Oleson.

Motion carried 6-0.

4. Burger Burger, LLC, d/b/a Burger Burger

Junker explained the occurrence and stated this is their first violation within five years and the recommended fine is \$1,000.

Busse moved to close public hearing.

Seconded by Carlson.

Motion carried 6-0.

Lowman said he is disturbed when there is a violation, and particularly at the Mall of America. Also, to not show up at the City Council Meeting, this is disturbing. Would not feel comfortable with the way this has gone.

Busse said he shared Lowman's concerns and asked to hold this over until the next City Council meeting to give Burger Burger another opportunity to have a representative present to discuss avoiding future violations.

City Attorney Manderschied said they can hold this over, and recommended re-notifying the licensee to ensure they have adequate notice.

Busse moved to continue this item for Burger Burger to the September 12, 2016 Regular City Council Meeting.

Seconded by Lowman.

Motion carried 6-0 to continue this item to September 12th, 2016 City Council Meeting.

Junker stated letters will go out to notify Burger Burger of the continuation to September 12th.

5. City of Bloomington, d/b/a Hyland Greens Golf - 28-day suspension

Junker explained the occurrence and stated this is their first violation within five years and the recommended fine is a 28 day suspension. Junker explained the history of violations at Hyland Greens Golf, including in August 9, 2005. Dwan also had a violation on July 25, 2011. He explained that a 28 day suspension makes more sense than fining ourselves.

Lowman asked why the 28 days was agreed upon and if it should be a longer fine. Junker said looking at the financial fine imposed, and according to beer sales, 28 days would be a good financial hit to ourselves and impact in an effective way.

Golf Course Manager Rick Sitek stated that, as a City employee, this is embarrassing. There is a training program. Staff is seasonal and trained on a regular basis. Added that it was instant termination for the employee. Hyland does not have swipe technology. Credit cards are still using the telephone line.

Busse moved to close public hearing.

Seconded by Oleson.

Motion carried 6-0.

Carlson moved to find the violation by Hyland Greens Golf as non-willful.

Seconded by Busse.

Motion carried 6-0.

Lowman asked if there is a possibility as part of the stipulation of the penalty to implement swipe technology at the golf courses.

City Attorney Manderschied stated that with regard to the specific question of adding a stipulation to require implementation of swipe technology, if the Council is interested in learning more about the technology and the possible implementation of it, it would be appropriate to make a motion directing staff to explore it and report back.

Carlson moved to impose fine by suspending license at Hyland Golf for 28 days.

Seconded by Busse.

Lowman recommended changing the fine to 35 days. There is a pattern occurring here, and changes need to be made so this dilemma does not happen again. Added that he will not be supporting this without making the penalty higher.

Baloga agreed this is embarrassing. Asked who truly is being penalized here. In this instance, the penalty, while reasonable in term, is probably a higher penalty to users than the City.

City Manager Verbrugge said looking back at 2015, the amount of beer sales at Hyland Greens for August and September was about \$1100, average of \$575. One could argue that if a suspension is imposed, it would be a lesser financial penalty than what is being imposed on others. There is some validity to not disadvantaging our customers. If imposing the fine, it might be a greater financial penalty than suspending the license. If you were to lump them under the umbrella under the City, it would be a greater fine. In terms of transparency to the public and establishing higher standard for ourselves, would be comfortable with that.

Busse said, while he does agree that this is embarrassing, he agrees that looking at who would be suffering from this would be the patrons. The 28 day suspension has been established. Can open up the discussion for the future. As it stands, he is comfortable with a 28 day suspension.

Motion carried 6-1, Lowman opposed.

6. Columbia Properties MPLS, Ltd, d/b/a Minneapolis Airport Marriott

Junker explained the occurrence and stated this is their first violation within five years and the recommended fine is \$1,000.

Marriott's General Manager Todd Oswald stated that the bartender failed in the compliance check. There is training in place, certified once a year and re-trained twice a year. This was an immediate termination of the employee.

Motion by Carlson to close public hearing.

Seconded by Busse.

Motion carried 6-0.

Carlson moved to find the violation by Minneapolis Airport - Marriott as non-willful.

Seconded by Vlasisavljevich.

Motion carried 6-0.

Carlson moved to impose \$1,000 fine to Minneapolis Airport - Marriott for the violation.

Seconded by Oleson.

Motion carried 6-0.

7. Perkins & Marie Callenders, d/b/a Perkins Restaurant & Bakery

Junker explained the occurrence and stated this is their first violation within five years and the recommended fine is \$500.

Perkins representative Bob Brennan explained that everyone is trained at time of hire and re-trained every year. Is very sorry this happened. Two sets of eyes have to see the ID for alcohol purchases. The guilty employee has been terminated.

Oleson asked if they have looked into swipe machine for ID. Brennan explained they could not afford it for their sales. Swipe technology would be cost prohibitive, but are looking at the possibility of pay-at-the-table options.

Motion by Busse to close public hearing.

Seconded by Oleson.

Motion carried 6-0.

Carlson moved to find the violation by Perkins as non-willful.

Seconded by Busse.

Motion carried 6-0.

Carlson moved to impose \$500 fine to Perkins for the violation.

Seconded by Oleson.

Motion carried 6-0.

8. SMAKEM Bloomington, LLC, d/b/a Doubletree by Hilton - \$1,000.00

Junker explained the occurrence and stated this is their first violation within five years and the recommended fine is \$1,000.

Minneapolis Lawyer Rich Dahl introduced Bruce Fairchild and Mark Dixon, both representatives of Doubletree by Hilton. Dahl explained that the company is sorry this incident occurred and apologized for this happening. Takes alcohol services seriously, this was an isolated incident. Tips training enforced and everyone is retrained. Added that they have made an investment in buying swipe technology which is now in place. The individual that was guilty in this incident, an employee of 13 years, was terminated.

Busse said it is troubling when someone doesn't even check the ID. Wondering about policy for carding everyone under what age. Fairchild said policy is that anyone that looks under 40 needs to be carded.

Motion by Carlson to close the public hearing.

Seconded by Busse.

Motion carried 6-0.

Busse moved to find the violation by Doubletree by Hilton as non-willful.

Seconded by Carlson.

Motion carried 6-0.

Busse moved to impose \$1,000 fine to Doubletree by Hilton for the violation.

Seconded by Lowman.

Motion carried 6-0.

9. Wischerman Partners, Inc., d/b/a Sheraton Bloomington Hotel

Junker explained the occurrence and stated this is their second violation

within five years and the recommended fine is \$1,250.

Vice President of Operations of Wischerman Partners Jim Calahan came forward to speak, along with Alison Reddig, the Food and Beverage Manager at Sheraton. Calahan stated that, since the first failure, the hotel has been renovated, completely changed staff, and changed restaurant name. They do not have swipe technology but are looking into it. They also post dates of legality at POS terminals. Retrained staff, re-tested staff. Employee has been terminated.

Motion by Busse to close the public hearing.

Seconded by Carlson.

Motion carried 6-0.

Busse moved to find the violation by Wischerman Partners, Inc., d/b/a Sheraton Bloomington Hotel as non-willful.

Seconded by Carlson.

Motion carried 6-0.

Busse moved to impose \$1,250 fine to Wischerman Partners, Inc., d/b/a Sheraton Bloomington Hotel for the violation.

Seconded by Carlson.

Motion carried 6-0.

**5.2 New On-Sale
Intoxicating Liquor
License Application –
Jimmy Buffet’s
Margaretville**

Requested Action: Staff recommends approval of the on-sale intoxicating liquor license for IMCMV MOA, LLC, doing business as, Jimmy Buffet’s Margaretville.

Motion by Busse to close public hearing.

Seconded by Oleson.

Motion carried 6-0.

Jake Stein from Larkin Hoffman Attorneys, who is representing the applicant, came forward. Stein explained that the client is excited to come to Bloomington. The opening has been kicked up to September. In light of the last hearings, reassuring that liquor service is taken seriously and will assure compliance.

Busse moved approval of the intoxicating liquor license.

Seconded by Vlasisavljevich.

Motion carried 6-0.

**6 DEVELOPMENT
BUSINESS: PUBLIC
HEARINGS**

**6.1 Mall of American
Transit Station
Renovation**

Requested Action: The Planning Commission and Staff recommend the following motion:

In Case PL2016-120, having been able to make the required findings, move to approve a major revision to the Mall of America final development plan for the renovation of the Metro Transit Mall of America Transit Station at 8100 24th Avenue South, subject to the conditions and Code requirements attached to the staff report.

Mayor Winstead made final call for public comment. Seeing none, he closed public comment period at 8:19pm.

City Planner Michael Centinario explained the proposal, including proposed modifications, via PowerPoint presentation. Showed existing conditions that include issues with visibility, delays in buses due to other commercial vehicles waiting to go through security. Applicant looking for higher end finishes in interior. Explained landscape plan to replace more than what's being removed for landscape. Plan to increase parking by three stalls in employee parking. To have a zero loss, looking for drive aisle deviation of 1-2 feet, which is not a City Staff concern.

Centinario discussed possibilities for future placemaking elements and is looking into where placemaking could go.

Derek Berube from Metro Transit and Matt Jensen of Kimley Horn came forward to speak. Berube showed the primary location on the east side of MOA near the transit station. Reiterated the improvements, separating mall traffic from Metro Transit traffic, making things smoother. Explained project schedule including construction beginning November 20, 2017 and completion in 2018. Shared the funding summary with the total project budget of \$25 million, with 2.5 in soft cost contingencies and construction, and construction budget of \$21.5 million.

Baloga moved to close the public hearing.
Carlson seconded.
Motion carried 7-0.

Baloga recommended approval, subject to conditions of approval.
Seconded by Oleson.
Motion carried 7-0.

Baloga moved to adopt the resolution authorizing summary publication.
Seconded by Oleson.
Motion carried 7-0.

6.2 Certificate of Appropriateness 9435 Riverview

Requested Action: Staff recommends the following motion:

In Case PL2016-127, having been able to make the required findings, move to approve a Certificate of Appropriateness for driveway modifications, including paving (blacktop), a swimming pool, convert a three season porch to four season living area and replace and modify existing windows at 9435 Riverview Avenue South, subject to the conditions and Code requirements attached to the staff report.

Sr. Planner Londell Pease discussed background of certificate of appropriateness. Showed the class I and II site locations. Explained the meanings of class I, II, III, and IV and showed slides listing what class I and II sites still remain in Bloomington. Pease explained process background, proposed site changes, and discussed the possible structure changes including shortening and paving the driveway, along with either using pervious pavement for blacktop driveway, or obtaining a variance, which the applicant is aware of. Windows to be replaced also and some removed, which is not a concern of staff.

Pease said staff believes the findings have all been met by the applicant, so staff does recommend approval. These are expensive items, and will be phased in during a five year time span. Mayor Winstead added that the certificate of appropriateness would not have a timing factor.

Baloga asked how much latitude there is between approval and installation of an improvement. Pease responded that they'd look at pervious asphalt. It

does meet the standards for infiltration, so they'd look at any product that has an infiltration rate adequate to meet the requirements. If applicant cannot find that, he would have to apply for variance or leave it as gravel.

Busse asked if certificate of appropriateness would stay with property. Pease responded that it would go with property just like a conditional use permit. Busse added that if there's no time period, the new owner would still have the opportunity to complete the modifications. Would need permits and would need to review. Conditions with specific timelines can be added if timing is a concern.

Chad Anderson, 10437 5th Avenue Circle:

Anderson said he would like to keep the historical significance of the house. Discussing using a mix of impervious and gravel.

Tom Piper, 9501 River View:

Piper explained that his house runs parallel with the tennis court with a 10 foot setback. He said that hopefully they don't change their mind about pool next to their house. Asked if he will get notified if there is a situation in the future. Mayor Winstead responded that if the certificate of appropriateness goes through and then they would have to put the pool where it says. If there is a location change, it would start the process over.

Larry Granger, 10817 Johnson Avenue South:

Asked if there has been a complete review of City Code in recent years. Mayor Winstead responded that it is an ongoing process, but not all code has been reviewed.

Granger mentioned that he would like to have the opportunity to look at these types historic locations and hopes that there would be a sensitivity to the ongoing maintenance of character. He also hopes the main features would be retained. Asked if the driveway can look more natural to keep it up as a historic place.

Carlson asked for insights on modifications on windows. Granger said it's close enough in character, but there are specialty builders that deal with historic properties, those would be the ones to consult with.

Anderson said the goal is to keep it in character, and he understands the historic nature of this property.

Rich Cress, 9435 Riverview Avenue South:

Stated that the flat window is a storm window, and is actually curved. The tennis courts are black asphalt that can be painted whatever color you want, so the driveway wouldn't have to be painted black. Said the garage was there when he moved in.

Motion by Lowman to close the public hearing.

Seconded by Oleson.

Motion carried 7-0.

Motion by Lowman to approve a Certificate of Appropriateness for driveway modifications, and having been able to make the required findings.

Seconded by Vlasisavljevich.

Motion carried 7-0.

**6.3 Centerpoint Energy
9407 Old Cedar Ave.;
CUP and Final Site and**

Requested Action: The Planning Commission and staff recommend approval of the Conditional Use Permit and Final Site and Building Plans with the following motion:

**Building Plans for a
Limited Public Utility
Facility**

In Case #PL2016-106, having been able to make the required findings, move to adopt a resolution approving a Conditional Use Permit and Final Site and Building Plans for a limited public utility facility located at 9407 Old Cedar Avenue South, subject to the conditions and Code requirements attached to the staff report.

Sr. Planner Londell Pease explained that the Planning Commission has heard this, and has filed a formal appeal. Explained existing location in right of way, which is not in an ideal location. Showed site plan with tree and shed removal. Showed pipeline plan and pipeline equipment. Building design and landscape plan were explained. Other considerations were mentioned.

Motion by Busse to close public hearing.

Seconded by Baloga.

Motion carried 7-0.

Motion by Oleson, upon being able to make the required findings, to adopt resolution approval Conditional Use Permit and Final Site and Building Plans for a limited public utility facility, subject to the conditions and Code requirements.

Seconded by Vlasisavljevich.

Mayor Winstead added there would be an updated landscaping plan.

Motion carried 7-0.

**7 TRANSPORTATION &
UTILITY
IMPROVEMENTS:
PUBLIC HEARINGS**

**8 ORDINANCES: PUBLIC
HEARINGS**

**8.1 Code Amendment Bluff
+ Drop House; Provide
Performance Standards
for Structures**

Requested Action: The Planning Commission and staff recommend approval with the following motion:

In Case PL2016-123, move to approve an ordinance amending the City Code to add performance standards and modify the approval process for structures in the BP-1 and BP-2 Overlay Districts and to opt out of the State legislation allowing temporary health care dwellings.

Planning Manager Glen Markegard explained that this item includes two unrelated items. Bluff protection standards, and temporary health care family dwellings.

Markegard provided Bloomington options for opting in and opting out. To opt in, must follow state standards. Opt out can follow existing standards or create new standards. Compared state versus city standards for accessory dwellings.

Markegard explained the benefits and concerns. Would probably come down to cost and would be quicker also. Fire prevention staff is uncomfortable with having impaired individuals in a location with less safety standards. Alternatives to detached temporary dwellings was explained. Showed a list of communities considering opting out.

Oleson said the options that are listed in presentation indicate that attached at a tremendous expense. This needs to be relooked at down the road. He

said he doesn't imagine supporting opting out, but suggested keeping the door open down the road. Would like to know the core people that weighed in on this.

Busse said safety issues are top of mind, especially in the winter, and this makes him nervous.

Amy Jensen, 1620 Orchard Spring Road:

Explained that she is living within one mile of her mother, allowing her mother to keep her independence while still having the responsibility of caring for her since she's gone blind. She said she would like Bloomington to opt in.

John Louiselle, founder of NextDoor Housing:

Explained the history of NextDoor Housing and that this option will not work for everyone and every lot, but it's intended for someone that has the space. The benefit is that it's affordable. Pleaded to find a way to make this work because, if the City opts out, what alternative do people have that could utilize this option? Asked Council to take this with an empathetic approach. The base home is \$36,000 to buy, but can rent for \$1250 per month. You can see the benefit of this versus assisted living. Mentioned there is a list of safety constraints ensuring it's being done responsibly and safely.

Motion by Carlson to close the public hearing.

Seconded by Oleson.

Motion carried 7-0.

Mayor Winstead explained that this does fit the character of the city. Alterations can be made to home sites or additions be added on. He supports opting out.

Lowman said if we were to support this, it would be a radical change. Doesn't think we're there yet. However, he does look at the shift in changing demographics, and believes accessory uses do need to be looked at. How can we make it easier with our programs to help out residents. Does not support opting in.

Oleson said if the vote is to opt out, new standards could have a restricted opportunity if technology satisfies our concerns. Said we do have quite a few aging people in our community and we need to be creative and think of options for how we serve residents in our community.

Motion by Busse and opt out of State Legislation.

Seconded by Lowman.

Motion carried 7-0.

**8.1.1 Resolution Directing
Summary Publication
Drop House**

Requested Action: Staff recommends the following motion:

Move to adopt resolution authorizing summary publication of the ordinance.

Motion by Busse.

Seconded by Lowman.

Motion carried 7-0.

**8.2 Ordinance
Amendments to
Section 14.03 Fees for
Therapeutic Massage**

Requested Action: Staff recommends approval of proposed fee amendment for therapeutic massage enterprises.

License Examiner Doug Junker said this goes back to March 21. Staff

Enterprises

looked into this. Agreed upon a fee of \$250 annually, which is a reduction.

Motion by Carlson to close the public hearing.
Seconded by Baloga.
Motion carried 7-0.

Motion by Carlson to approve fee amendment.
Seconded by Lowman.
Motion carried 7-0.

**8.2.1 Direct Summary
 Publication Therapeutic
 Massage Enterprise
 Licenses**

Requested Action: Approve resolution for summary publication.

Motion by Carlson.
Seconded by Baloga.
Motion carried 7-0.

**9 OTHER: PUBLIC
 HEARINGS**

**10 ORGANIZATIONAL
 BUSINESS**

**10.1 City Council Policy and
 Issue Update**

City Manager Verbrugge reiterated information about starting the transition period for the October start date for organized collection. Explained that a mailing will go out this week explaining some of the transitional issues and concerns.

Mayor Winstead said haulers started the implementation of this on this on their own, so many people have not experienced this yet but soon will.

City Manager Verbrugge mentioned there will be a blood drive this Wednesday at Civic Plaza. In need of donors. Can help on Wednesday between 9am – 3pm.

City Manager Verbrugge introduced the new City Attorney Melissa Mandarschied. Acknowledged Sandra Johnson for her work and thanked Amy Schmidt her work as Acting City Attorney during the transition.

**10.2 CTIB Orange Line
 Funding**

Requested Action: Move to authorize the Mayor to sign and send the attached letters related to funding the Orange Line.

City Manager Verbrugge explained that CTIB (Counties Transit Improvement Board) was established six years ago. Identified a dedicated funding stream for metro area that are managed by counties participating in CTIB. A number of transit projects are funded, and CTIB is a critical piece of that. Orange line is one of these. Hoping CTIB and participating counties will work out the issues. It is critical that that metro-benefitting transit improvements are done. Need to make sure funding streams are committed. There are private investments that have been made that organize line would be constructed. The action is to authorize letters to be sent on our behalf. Next meeting of CTIB is Wednesday morning when they're expected to take action. The deadline is September 2 when information has to be provided to Federal government.

Oleson represents Council on 35W Solutions Alliance Committee. Stated

that a lot of money has already gone into this. If the money isn't there to put this into action, there's going to be a lot of money in private and public side that goes down the tube. There is a lot of demand south of the river for this. It is unfortunate that we're at an impasse for the moment.

Motion by Oleson.

Seconded by Baloga.

Motion carried 7-0.

**10.3 Appointment to Hwy
169 Mobility Study
Policy Advisory
Committee**

Requested Action: The Council is requested to appoint a member of the City Council as the elected official to represent Bloomington on the Hwy 169 Mobility Study Policy Advisory Committee, and an alternate. Kirk Roberts, Traffic and Transportation Engineer, is willing to represent Bloomington as the alternate.

Mayor Winstead explained that Traffic Engineer Kirk Roberts currently serves as alternate on this committee.

Motion by Baloga to appoint Councilmember Kim Vlasisavljevich.

Seconded by Lowman.

Motion carried 7-0.

11 ADJOURN

Mayor Winstead adjourned the City Council Meeting at 10:20pm.

Denise Dargan
Council Secretary



Request for Council Action

Originator Community Development	Item 2017 City of Richfield Contract for Environmental Health Inspection Services
Agenda Section Consent Business	Date 9/26/2016

Description

The City of Richfield has a delegation of authority from the Minnesota Department of Health to perform plan review, licensing and inspection activities for restaurants, schools, daycares, public swimming pools and hotels. The City of Bloomington's Environmental Health Division has performed these services under contract since 1982. In 2014, plan review and inspection of licensed therapeutic massage and body art establishments were added to the contract.

The City of Richfield, under the proposed 2017 contract, will pay the City of Bloomington \$130,300 for performing these services plus \$62 per hour for enforcement activities in abating environmental exposure for elevated blood lead level cases. The 2017 contract includes a 3% increase over the 2016 contract amount.

Item created by: Lynn Moore
Presenter: Lynn Moore

Requested Action

Approve the proposed 2017 Environmental Health Inspection Services Contract with the City of Richfield.

Attachments:

2017 City of Richfield Contract for Environmental Health Inspection Services

A G R E E M E N T

This Agreement is made this ____ day of _____, 2016, by and between the City of Richfield (hereinafter referred to as "Richfield") and the City of Bloomington (hereinafter referred to as "Bloomington").

WHEREAS, Richfield is authorized and empowered to provide for various types of environmental health inspections and code enforcement to ensure the public health, welfare and safety; and

WHEREAS, it is the desire of the parties and the purpose of this agreement that certain of such services be performed by Bloomington on behalf of Richfield;

NOW, THEREFORE, in consideration of the mutual covenants and conditions set forth below, the above parties hereto agree as follows:

1. The term of this Agreement shall be from January 1, 2017 through December 31, 2017, subject to termination as provided in paragraph 6.
2. For the term of this Agreement, Bloomington shall provide the following services:
 - a. Food establishment inspections and code enforcement as necessary.
 - i. "High risk" food service establishments (license types I and II) and schools will be inspected a minimum of two (2) times per year.
 - ii. "Medium risk" food establishments required to have a certified food manager (license type III) will be inspected two (2) times per year.
 - iii. "Medium risk" food establishments not required to have a certified food manager (license type IV) and "Low risk" (license type V) food establishments will be inspected one (1) time per year.
 - b. Plan check and preopening construction inspections for new and remodeled food, lodging, therapeutic massage and body art establishments.
 - c. All public swimming pools inspected at least once (1) per year with a goal of two (2) inspections per year. This is in addition to an opening inspection of all outdoor public pools at the beginning of the summer swimming season.
 - d. All lodging establishments inspections at least once (1) per year.

e. All therapeutic massage and body art establishments inspections at least once (1) per year.

f. Investigation and resolution of complaints associated with food, lodging, therapeutic massage and body art establishments and public swimming pools.

3. Bloomington shall have control over the manner in which the inspections, plan review and code enforcement activities are conducted and over the determination of what enforcement action is appropriate and consistent with Richfield City Code Sections 617, 618, 619, 630 and 1188, and other policies as established by the City of Richfield.

4. Bloomington shall assume the expense of performing the inspections and code enforcement.

5. In 2017, Richfield shall pay Bloomington the sum of ONE HUNDRED THIRTY THOUSAND, THREE HUNDRED AND NO/100 DOLLARS (\$130,300.00) for services provided pursuant to this Agreement. One-half of this amount shall be due on June 30, 2017, and the remainder shall be due on November 30, 2017.

6. Either party may terminate this Agreement as follows:

a. Upon the expiration of ninety (90) days after service of written notice upon the other party; or

b. At any time, upon mutual agreement of the parties.

7. In the event of a termination prior to December 31, 2017, a monthly prorata reduction of the compensation owed by Richfield to Bloomington shall occur which reflects the period remaining on the Agreement at the time of termination.

8. Bloomington agrees to defend, indemnify and hold harmless Richfield, and its officials, agents and employees from and against all claims, actions, damages, losses and expenses arising out of or resulting from Bloomington's performance of the duties required under this Agreement, provided that any such claim, action, damage, loss or expense is attributable to bodily injury, sickness, disease, or death or to the injury to or destruction of property including the loss of use resulting therefrom and is caused in whole or in part by any negligent act or omission or willful misconduct of Bloomington. This provision shall not be construed as a waiver by either party of any defenses, immunities or limitators on liability with respect to claims made by third parties.

9. Richfield agrees to defend, indemnify and hold harmless Bloomington, and its officials, agents and employees from and against all claims, actions, damages, losses and expenses arising out of or resulting from Richfield's performance of the duties required under this Agreement, provided that any such claim, action, damage, loss or expense is attributable to bodily injury, sickness, disease, or death or to the injury to or destruction of property including the loss of use resulting therefrom and is caused in whole or in part by any negligent act or omission or willful misconduct of Richfield. This provision shall not be construed as a waiver by either party of any defenses, immunities or limitators on liability with respect to claims made by third parties.

10. Bloomington shall carry municipal liability insurance in the amount of at least \$500,000 per individual and \$1,500,000 per occurrence. Bloomington shall carry property damage liability insurance in the amount of \$100,000. Richfield shall be named as an additional insured on Bloomington's municipal liability policy and a certificate of said insurance shall be provided to Richfield upon request. Bloomington shall carry Worker's Compensation Insurance as required by Minnesota Statutes, Section 176.181, Subd. 2 and further agrees to provide a certificate of said insurance to Richfield upon request.

11. Any employee assigned by Bloomington to perform its obligations hereunder shall remain the exclusive employee of Bloomington for all purposes including, but not limited to, wages, salary and employee benefits.

12. In addition to the services listed in Paragraph 2 above, Bloomington shall, upon request, also provide for and on behalf of Richfield elevated blood lead case management and enforcement. Such services shall be paid for by Richfield at the hourly rate of \$62.00 per hour plus the direct cost of all laboratory sample analysis, and said hourly rate shall be separate from, and in addition to, the payment provided for by Paragraph 5 of this Agreement. All other provisions of this Agreement shall remain applicable with respect to the lead assessment services being provided.

13. It is agreed that nothing herein contained is intended or should be construed in any manner as creating or establishing the relationship of co-partners between the parties hereto or as constituting the persons employed by Bloomington as the agent, representative or employee of Richfield for any purpose or in any manner whatsoever. Bloomington is to be and shall remain an independent contractor with respect to all services performed under this contract. Bloomington represents that it has, or will secure at its own expense, all personnel required in performing services under this contract. Any and all personnel of Bloomington or other persons, while engaged

in the performance of any work or services required by Bloomington under this contract, and shall not be considered employees of Richfield, and any and all claims that may or might arise under the Workers' Compensation Act of the State of Minnesota on behalf of said personnel or other persons while so engaged, and any and all claims whatsoever on behalf of any such person or personnel arising out of employment or alleged employment including, without limitation, claims of discrimination against Bloomington, its officers, agents contracts or employees shall in no way be the responsibility of Richfield; and Bloomington shall defend, indemnify and hold Richfield, its officers, agents and employees harmless from any and all such claims regardless of any determination of any pertinent tribunal, agency, board, commission or court. Such personnel or other persons shall not require nor be entitled to any compensation, rights or benefits of any kind whatsoever from Richfield, including, without limitation, tenure rights, medical and hospital care, sick and vacation leave, Workers' Compensations, Unemployment Compensation, disability, severance pay and PERA.

14. The books, records, documents, and accounting procedures of Bloomington relevant to this Agreement, are subject to examination by Richfield and either the legislative or state auditor as appropriate, pursuant to Minnesota Statutes, Section 16C.05, Subd. 5.

15. This Agreement represents the entire Agreement between Bloomington and Richfield and supersedes and cancels any and all prior agreements or proposals, written or oral, between the parties relating to the subject matter hereof, any amendments, addenda, alterations, or modifications to the terms and conditions of this Agreement shall be in writing and signed by both parties.

16. The City of Bloomington and the City of Richfield agree to comply with the Americans with Disabilities Act (ADA) including all applicable provisions of Title II – Public Services and in accordance with 28 C.F.R. Part 35 Subpart B – Section 35.130 of the US Department of Justice Regulations, Section 504 of the Rehabilitation Act of 1973, and not discriminate on the basis of disability in the admission or access to, or treatment of employment in its services, programs, or activities. The City of Bloomington agrees to hold harmless and indemnify the City of Richfield from costs, including but not limited to damages, attorney's fees and staff time, in any action or proceeding brought alleging a violation of ADA and/or Section 504 caused by Bloomington. Upon request accommodation will be provided to allow individuals with disabilities to participate in all services, programs and activities. The City of Bloomington agrees to utilize its own text telephone or the Minnesota TTY Relay Service in order to comply with accessibility requirements. The City

of Richfield has designated coordinators to facilitate compliance with the Americans with Disabilities Act of 1990, as required by 28 C.F.R. Part 35 Subpart B - Section 35.107 of the U.S. Department of Justice regulations, and to coordinate compliance with Section 504 of the Rehabilitation Act of 1973, as mandated by Section 8.53 of the U.S. Department of Housing and Urban Development regulations.

17. The City of Bloomington and the City of Richfield agree to submit all claims, disputes and other matters in question between the parties arising out of or relating to this Agreement to mediation. The mediation shall be conducted through the Conflict Resolution Center, 2101 Hennepin Avenue South; Suite 100, Minneapolis, Minnesota, 55405. The parties hereto shall decide whether mediation shall be binding or non-binding. If the parties cannot reach agreement, mediation shall be non-binding. In the event mediation is unsuccessful, either party may exercise its legal or equitable remedies and may commence such action prior to the expiration of the applicable statute of limitations.

18. Both parties agree to comply with all applicable state, federal and local laws, rules and regulations.

IN WITNESS WHEREOF, the parties have set forth their hands on the day and year first written above.

CITY OF BLOOMINGTON

DATED: _____ BY: _____
Its Mayor

DATED: _____ BY: _____
Its City Manager

Reviewed and approved by the City Attorney.

City Attorney

CITY OF RICHFIELD

DATED: _____ BY: _____
Its Mayor

DATED: _____ BY: _____
Its City Manager

Request for Council Action

Originator Engineering	Item Order 2016-902 Storm Sewer and Pond Maintenance Project
Agenda Section Consent Business	Date 9/26/2016
Description	

The City Council is requested to consider ordering the 2016-902 Storm Sewer and Pond Maintenance Project. The project includes maintenance to the storm sewer and sediment excavation at Xerxes Pond and replacing the corrugated metal pipe outfall from River Terrace Drive down the bluff to River Terrace Pond.

Residents living in the vicinity will be notified of the construction and informational meetings held, if requested.

Funding is included in the Storm Water Drainage Utility Budget under Fund 665545, and no assessments will be involved in the project. This project is expected to be approximately \$450,000.

A map has been included of the project sites.

The following schedule is proposed:

Council Order Project	September 26, 2016
Council Approve Plans and Specifications	October 3, 2016
First Advertisement	October 20, 2106
Open Bids	November 10, 2016
Council Consider Bids	November 21, 2016

Item created by: Steve Segar, Civil Engineer
Presenter: (if needed) Shelly Hanson, City Engineer

Requested Action

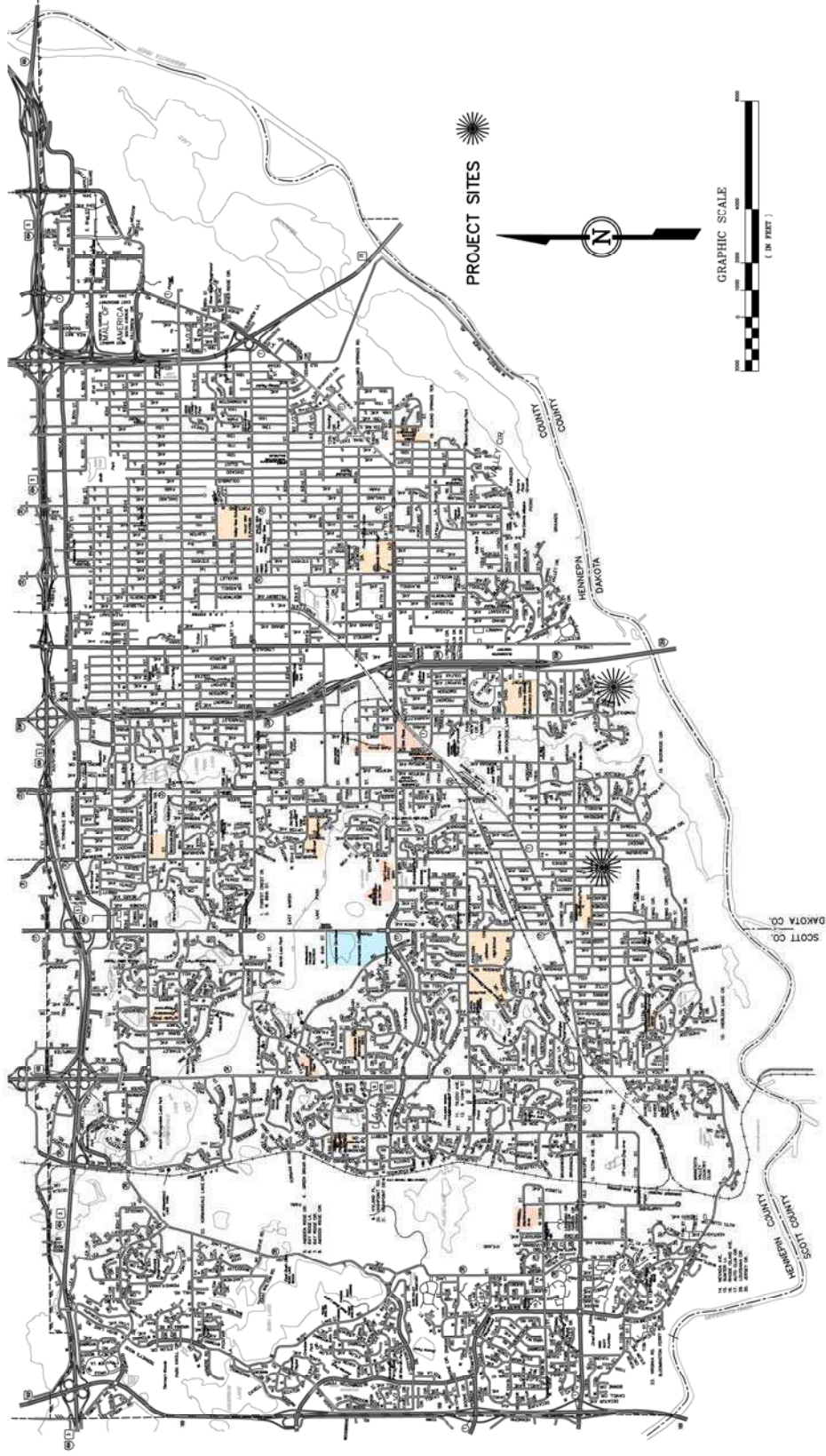
Staff recommends that the City Council order the 2016-902 Storm Sewer and Pond Maintenance Project.

Attachments:

2016-902 Project Site Location Map

CITY OF BLOOMINGTON, ENGINEERING DIVISION
CONSTRUCTION PLANS FOR: 2016-902

STORM SEWER AND POND
MAINTENANCE PROJECT





Request for Council Action

Originator City Manager	Item 2017 City Council Meeting Calendar Approve
Agenda Section Consent	Date 9/26/2016
Description	

The City Council is asked to approve the attached 2017 City Council Meeting Calendar.

Item created by: Debbie Smith
Presenter: City Manager

Requested Action

Approve the City Council 2017 Meeting Calendar as presented.

Attachments:

2017 City Council Calendar

January						
S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	R 9	10	11	12	13	14
15	16	17	18	19	20	21
22	R 23	24	25	26	27	28
29	R 30	31				

February						
S	M	T	W	T	F	S
			1	2	3	4
5	R 6	7	8	9	10	11
12	S 13	14	15	16	17	18
19	20	21	22	23	24	25
26	R 27	28				

March						
S	M	T	W	T	F	S
			1	2	3	4
5	R 6	7	8	9	10	11
12	13	14	15	16	17	18
19	R 20	21	22	23	24	25
26	R 27	28	29	30	31	

April						
S	M	T	W	T	F	S
						1
2	R 3	4	5	6	7	8
9	10	11	12	13	14	15
16	R 17	18	19	20	21	22
23	R 24	25	26	27	28	29
30						

May						
S	M	T	W	T	F	S
	R 1	2	3	4	5	6
7	R 8	9	10	11	12	13
14	15	16	17	18	19	20
21	R 22	23	24	25	26	27
28	29	30	31			

June						
S	M	T	W	T	F	S
				1	2	3
4	R 5	6	7	8	9	10
11	R 12	13	14	15	16	17
18	19	20	21	22	23	24
25	R 26	27	28	29	30	

July						
S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	R 10	11	12	13	14	15
16	17	18	19	20	21	22
23	R 24	25	26	27	28	29
30	R 31					

August						
S	M	T	W	T	F	S
		1	2	3	4	5
6	R 7	8	9	10	11	12
13	R 14	15	16	17	18	19
20	R 21	22	23	24	25	26
27	28	29	30	31		

September						
S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	R 11	12	13	14	15	16
17	R 18	19	20	21	22	23
24	R 25	26	27	28	29	30

October						
S	M	T	W	T	F	S
1	R 2	3	4	5	6	7
8	R 9	10	11	12	13	14
15	R 16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

November						
S	M	T	W	T	F	S
			1	2	3	4
5	R 6	7	8	9	10	11
12	R 13	14	15	16	17	18
19	R 20	21	22	23	24	25
26	27	28	29	30		

December						
S	M	T	W	T	F	S
					1	2
3	R 4	5	6	7	8	9
10	11	12	13	14	15	16
17	R 18	19	20	21	22	23
24	25	26	27	28	29	30
31						

Request for Council Action

Originator City Clerk	Item New On-Sale Intoxicating Liquor License Application – Green Mill
Agenda Section Hearings/Public Input	Date 9/26/2016
Description	

The City Council is asked to consider and approve a new on-sale intoxicating liquor license, expiring June 30, 2017 for the following applicant:

MSP Restaurant Group LLC
dba
Green Mill
1201 West 94th Street

This hotel is currently licensed as an on-sale intoxicating liquor establishment. The License Section has reviewed and verified the information provided in the license application pursuant to City Code. Evidence of liquor liability insurance is on file. There are no delinquencies or unpaid sales and income taxes, property taxes or City billings.

Item created by: D. Junker

Presenter: D. Junker

Requested Action

Staff recommends approval of the on-sale intoxicating liquor license for MSP Restaurant Group LLC, doing business as, Green Mill.

Attachments:

Notification of Hearing



NOTICE OF HEARING

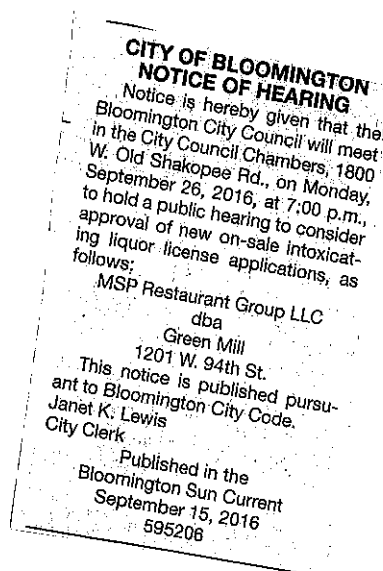
Notice is hereby given that the Bloomington City Council will meet in the City Council Chambers, 1800 W. Old Shakopee Rd., on Monday, September 26, 2016, at 7:00 p.m., to hold a public hearing to consider approval of new on-sale intoxicating liquor license applications, as follows:

MSP Restaurant Group LLC
dba
Green Mill
1201 W 94th St

This notice is published pursuant to Bloomington City Code.

Janet K. Lewis
City Clerk

2 Affidavits of Publication
Publish: Thu. Sept. 15, 2016



Request for Council Action

Originator Finance	Item Hearing: Delinquent Water, Sewer, Storm Sewer, and Solid Waste (Recycling) Assessments
Agenda Section Other: Public Hearings	Date 9/26/2016

Description

A publicly advertised and noticed hearing on the matter of assessment of delinquent water, sewer, storm water drainage, and solid waste (recycling) has been scheduled for this date and time. A listing of the properties being assessed is included with the agenda material.

An Administrative Hearing on the proposed assessment was held Wednesday, September 7, 2016.

Item created by: Laurie Frakes
Presenter: Lori Economy-Scholler

Requested Action

Upon conclusion of the hearing, the council is asked to consider the attached resolution certifying the assessment.

Attachments:

RESOLUTION
AFFIDAVIT OF PUBLICATION
MEMO TO CFO – REPORT OF HEARING HELD MONDAY, SEPTEMBER 7TH, 2016
UTILITIES ASSESSMENT HISTORY



DATE: September 21, 2016

TO: Lori Economy-Scholler, Chief Financial Officer

CC: Melissa Manderschied, Julie Vogel, Dave Hanson, Lynn Moore,
Anna Sullivan, Kris Graves, Sue LeGrand, Karen Olson

FROM: Laurie Frakes, Accounting Assistant, Customer Billing

RE: September 7, 2016 Administrative Hearing

An administrative hearing was held on Wednesday, September 7th, 2016 at 9:00 a.m. with the Administrative Law Judge James E. LaFave presiding. Items open for the hearing were: Public Nuisance Abatement Assessments, Delinquent Tree Removal Assessments, Delinquent Weed/Brush Removal Assessments, Civil Fines for Property-Related Violation Assessments, and Delinquent Water, Sewer, Storm Sewer, and Solid Waste (recycling) Assessments.

Two property owners attended the hearing. The owner for the property located at 8241 Maryland Road presented for a refuse abatement fee; the ALJ upheld the assessment for this property. The owner for the property located at 5235 West 110th Street presented for a public health nuisance abatement charge and was also noted to have a pending assessment for delinquent utilities. The ALJ recommended the public health nuisance abatement charge not be collected as a special assessment for the property located at 5235 West 110th Street, and the property owner agreed to pay the past-due utility bill by September 15th, 2016. As of this date, the delinquent utility bill in the amount of \$875.73 is still unpaid and \$634.56 remains on the certification list. The public health nuisance abatement charge was removed from the assessment roll and will not be assessed to the property located at 5235 West 110th Street.

CIVIL FINES FOR PROPERTY-RELATED VIOLATIONS

As of Sept. 7, 2016, 4 customers owe \$2,700.00

DELINQUENT TREE REMOVAL

As of Sept. 7, 2016, 15 customers owe \$13,381.08

PUBLIC NUISANCE ABATEMENT

As of Sept. 7, 2016, 21 customers owe \$5,578.94

DELINQUENT WEED/BRUSH REMOVAL

As of Sept. 7, 2016, 44 customers owe \$16,431.77

UTILITIES

On June 30th, 2016 the Utility Billing Division mailed 1,669 letters to delinquent water, sewer, storm drain, and solid waste (recycling) customers. This compares to 1,604 letters mailed in 2015.

As of Sept. 7, 2016, 578 customers owe \$252,386.85.

AFFIDAVIT OF PUBLICATION

STATE OF MINNESOTA) ss
COUNTY OF HENNEPIN

Charlene Vold being duly sworn on an oath, states or affirms that he/she is the Publisher's Designated Agent of the newspaper(s) known as:

SC Bloomington

with the known office of issue being located in the county of:

HENNEPIN

with additional circulation in the counties of:

HENNEPIN

and has full knowledge of the facts stated below:

(A) The newspaper has complied with all of the requirements constituting qualification as a qualified newspaper as provided by Minn. Stat. §331A.02.

(B) This Public Notice was printed and published in said newspaper(s) once each week, for 1 successive week(s); the first insertion being on 08/11/2016 and the last insertion being on 08/11/2016.

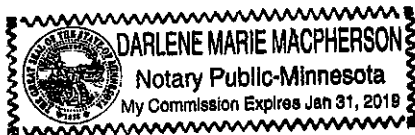
MORTGAGE FORECLOSURE NOTICES

Pursuant to Minnesota Stat. §580.033 relating to the publication of mortgage foreclosure notices: The newspaper complies with the conditions described in §580.033, subd. 1, clause (1) or (2). If the newspaper's known office of issue is located in a county adjoining the county where the mortgaged premises or some part of the mortgaged premises described in the notice are located, a substantial portion of the newspaper's circulation is in the latter county.

By: Charlene Vold
Designated Agent

Subscribed and sworn to or affirmed before me on 08/11/2016 by Charlene Vold.

Darlene M MacPherson
Notary Public



Rate Information:

(1) Lowest classified rate paid by commercial users for comparable space:

\$34.45 per column inch

Ad ID 581851

**CITY OF BLOOMINGTON
(OFFICIAL PUBLICATION)
NOTICE OF HEARING**

**ASSESSMENT FOR DELINQUENT WATER, SEWER STORM
WATER DRAINAGE AND SOLID WASTE CHARGES**

NOTICE is hereby given that a public hearing will be held by the City Council of the City of Bloomington at 1800 West Old Shakopee Road on September 26, 2016, at 7:00 o'clock a.m. to consider approval of the proposed assessment roll for properties benefited by the furnishing by the City of Water Service, Sewer Service, Storm Water Drainage Service or Solid Waste, charges for which have become delinquent. The assessment is levied pursuant to the provisions of Chapter 11 of the City Code.

The Property Numbers and Addresses of the parcels benefited and proposed to be assessed are as follows:

Property ID	Address	Amount	Acct #
0102724340051	8400 22ND AVE S	86.37	127068
0202724130029	8045 13TH AVE S	1,019.47	126197
0202724130036	8135 13TH AVE S	443.60	126209
0202724140005	8040 OLD CEDAR AVE S	3,183.35	124684
0202724140044	8118 17TH AVE S	73.88	126713
0202724230011	8132 PARK AVE S	437.10	138709
0202724230025	651 E 82ND ST	363.84	132085
0202724310038	8220 11TH AVE S	94.38	125821
0202724310065	8221 10TH AVE S	94.79	125586
0202724310090	8333 ELLIOT AVE S	176.74	132729
0202724310104	8345 CHICAGO AVE S	175.00	130086
0202724310107	8327 CHICAGO AVE S	87.25	130081
0202724320014	8233 OAKLAND AVE S	332.84	137843
0202724320024	8301 PORTLAND AVE S	324.32	139606
0202724320040	8325 PORTLAND AVE S	59.62	139613
0202724320060	8332 COLUMBUS AVE S	162.33	131015
0202724320065	8333 COLUMBUS AVE S	99.55	131016
0202724320067	750 E 84TH ST	587.66	132113
0202724330021	8517 COLUMBUS AVE S	490.38	131040
0202724330047	8516 PARK AVE S	508.83	138736
0202724330069	8510 OAKLAND AVE S	372.21	137879
0202724330070	8516 OAKLAND AVE S	485.14	137881
0202724330076	8523 PORTLAND AVE S	518.39	139640
0202724330091	8408 PARK AVE S	70.29	138726
0202724340038	8400 11TH AVE S	45.29	125849
0202724340045	8444 11TH AVE S	599.96	125863
0202724340046	8450 11TH AVE S	190.71	125865
0202724340067	8427 10TH AVE S	177.75	125621
0202724340070	8409 10TH AVE S	525.42	125615
0202724340071	8401 10TH AVE S	31.48	125613
0202724340089	8527 ELLIOT AVE S	1,362.14	132761
0202724340090	8521 ELLIOT AVE S	818.22	132759
0202724340104	8408 ELLIOT AVE S	832.44	132736
0202724340111	8450 ELLIOT AVE S	152.61	132750
0202724340115	8520 ELLIOT AVE S	1,316.91	132758
0202724340124	8521 CHICAGO AVE S	408.15	130109
0202724410009	8257 18TH AVE S	129.75	126795
0202724410013	8224 18TH AVE S	253.39	126789
0202724410028	8230 17TH AVE S	427.71	126732
0202724410053	8348 18TH AVE S	1,259.98	126801
0202724410064	8335 16TH AVE S	469.13	126618
0202724410084	8209 BLOOMINGTON AVE S	288.61	129091
0202724410089	8232 16TH AVE S	52.11	126605
0202724410095	8214 16TH AVE S	461.51	126599
0202724420015	8242 15TH AVE S	94.77	126468
0202724420039	8335 14TH AVE S	118.43	126369
0202724420078	8224 14TH AVE S	224.12	126355
0202724420092	8200 BLOOMINGTON AVE S	215.42	129089
0202724420095	8220 BLOOMINGTON AVE S	55.35	129094
0202724420101	8242 BLOOMINGTON AVE S	128.24	129101
0202724420109	8216 13TH AVE S	151.31	126217
0202724430009	8513 14TH AVE S	163.36	126390
0202724430025	8401 15TH AVE S	49.11	126484
0202724430046	8420 14TH AVE S	102.84	126379
0202724430068	8451 13TH AVE S	453.66	126259
0202724430076	8401 13TH AVE S	670.50	126243
0202724430082	8432 13TH AVE S	923.30	126252
0202724440006	8537 BLOOMINGTON AVE S	50.92	129135
0202724440010	8415 BLOOMINGTON AVE S	537.02	129119
0202724440013	8443 BLOOMINGTON AVE S	52.17	129124
0202724440030	8418 17TH AVE S	604.07	126749
0202724440031	8424 17TH AVE S	771.14	126750
0202724440037	8442 17TH AVE S	52.87	126753
0202724440054	8446 16TH AVE S	475.73	126632
0302724110001	7822 PORTLAND AVE S	83.27	124894
0302724110015	7915 CLINTON AVE S	242.43	130410
0302724130054	8023 1ST AVE S	427.58	126845
0402724410070	8231 ALDRICH AVE S	239.36	128249
0402724410111	8231 DUPONT AVE S	215.22	131789
0402724420011	8321 EMERSON AVE S	198.15	132965
0402724420038	8343 FREMONT AVE S	53.09	133409
0402724420048	8236 DUPONT AVE S	598.12	131790
0402724420061	8230 EMERSON AVE S	99.00	132954
0402724420064	8231 FREMONT AVE S	118.98	133401
0402724430011	8401 FREMONT AVE S	71.99	133412
0402724430037	8540 FREMONT AVE S	422.91	133436
0402724430062	8431 GIRARD AVE S	523.57	133589
0402724430063	8425 GIRARD AVE S	105.39	133588
0402724430078	8419 FREMONT AVE S	588.77	133415
0402724440059	958 W 86TH ST	99.02	145802
0411521210035	11104 VESSEY AVE S	354.94	142909
0411521210068	11205 VESSEY AVE S	466.08	142926
0411521210087	11146 XAVIER COURT	320.50	148266
0411521210108	11104 XAVIER COURT	342.40	148249
0411521210120	11117 VESSEY CIR	30.88	142964
0411521210129	11139 VESSEY CIR	44.34	142975
0411521240052	11221 XAVIER CIR	337.21	148224
0411521240081	11300 VESSEY AVE S	109.09	142946
0411521310019	5324 RIVER BLUFF CURVE	618.16	140576
0411521310020	5332 RIVER BLUFF CURVE	124.35	140578
0411521310042	5520 RIVER BLUFF DR	993.15	140602
0502724140016	8038 SHERIDAN AVE S	83.47	141074
0502724140019	8033 THOMAS LN	291.12	142089
0502724240019	8108 XERXES AVE S	717.20	148340
0502724310004	8357 BEARD RD	227.99	128774
0502724310083	8240 ZENITH AVE S	999.60	149232
0502724320023	8209 BEARD RD	74.92	128745
0502724320141	8342 EWING RD	108.51	133273
0502724320149	3800 W 84TH ST	46.24	145569
0502724340023	8540 ZENITH RD	156.90	149353
0502724340057	3124 W 85TH ST	817.70	145734
0502724340085	3401 W 84TH ST	142.76	145558
0502724340090	3201 W 84TH ST	94.79	145553
0502724410055	8231 SHERIDAN AVE S	69.45	141087
0502724420001	8201 THOMAS AVE S	296.55	141921
0502724420015	8219 UPTON AVE S	222.73	142421
0502724420022	8230 THOMAS AVE S	298.34	141930
0502724420048	8224 UPTON AVE S	114.56	142422
0502724420080	2918 W 84TH ST	117.56	145547
0502724420101	8200 VINCENT AVE S	524.59	143145
0502724420116	8336 WASHBURN AVE S	246.61	147376
0502724430031	2910 W 86TH ST	52.93	145867
0511521220012	7144 W 113TH ST	50.05	145100
0511521220021	7124 W 113TH ST	49.78	145092
0511521220061	7000 W 113TH ST	292.79	145048
0511521240016	11329 JERSEY RD	169.68	149725
0511521340010	6801 AUTO CLUB RD	37.76	128502
0602724310024	5016 W 82ND ST	433.00	145315
0602724310078	8306 OXBOROUGH AVE S	198.19	138454
0602724330031	5124 NINE MILE CRK PKY	46.24	137388
0602724340037	8500 QUINN AVE S	141.21	140103
0602724340058	8417 QUINN AVE S	736.03	140092
0602724410019	4008 W 84TH ST	328.75	145576
0602724410044	8223 HARRISON CIR	121.46	134192
0602724420018	4436 W 82ND ST	131.59	145287
0602724420021	4332 W 84TH ST	1,003.29	145586
0602724420036	8313 LITTLE RD	414.07	135925
0602724430011	8428 LITTLE RD	365.77	135942
0602724430043	4525 W 84TH ST	34.59	145600
0602724430085	8419 KELL AVE S	97.49	135279
0611521110021	7527 W 111TH ST	68.30	144889
0611521110091	7501 W 112TH ST	259.81	144983
0611521110155	11005 QUEBEC CIR	64.83	139889
0611521140011	7410 W 114TH ST	151.02	145151
0702724110027	4001 POPLAR BRIDGE RD	455.76	139498
0702724130064	4509 W 90TH ST	743.79	146255
0702724130068	4401 W 90TH ST	84.67	146248
0702724130070	4408 SOUTHWORE DR	267.20	141313
0702724210011	4932 W 86TH ST	189.95	145901
0702724210056	8660 RICH RD	763.23	140445
0702724220018	5063 NINE MILE CRK CIR	1,026.68	137338
0702724310002	9021 POPLAR BRIDGE RD	186.48	139551
0702724320004	9132 UTICA AVE S	551.98	142736
0702724420031	9040 KELL CIR	580.31	135426
0802724120006	2713 W 86TH ST	541.85	145858
0802724120017	8643 VINCENT AVE S	212.09	143187
0802724130046	8801 XERXES AVE S	232.41	148396

0302724130075	8144 STEVENS AVE S	66.45	141567	0802724140007	8840 PENN AVE S	526.15	138987
0302724130077	8139 1ST AVE S	245.29	126861	0802724140021	8843 QUEEN AVE S	152.58	139977
0302724130087	8120 2ND AVE S	103.08	127123	0802724210073	8617 ZENITH RD	165.09	149371
0302724130097	8115 STEVENS AVE S	95.25	141558	0802724220014	3725 SHEPHERD HILLS DR	65.17	141082
0302724140002	8010 PORTLAND AVE S	101.03	139567	0802724240071	8825 ABBOTT AVE S	46.24	128081
0302724140035	8140 CLINTON AVE S	824.26	130438	0802724410008	9149 QUEEN AVE S	48.99	139990
0302724140049	8121 CLINTON AVE S	346.45	130432	0802724410044	2600 W 91ST ST	363.31	146285
0302724140064	8127 4TH AVE S	562.40	127610	0802724410047	2611 W 90TH ST	153.01	146212
0302724140074	8132 PORTLAND AVE S	955.93	139584	0802724420019	2820 W 91ST ST	409.91	146301
0302724140093	8009 4TH AVE S	1,676.65	127590	0802724420057	2901 W 90TH ST	114.14	146214
0302724140122	8139 3RD AVE S	163.36	127358	0802724420060	9024 VINCENT AVE S	1,132.67	143195
0302724240038	8137 WENTWORTH AVE S	46.24	147635	0802724420061	9100 VINCENT AVE S	136.91	143197
0302724240056	8143 PILLSBURY AVE S	775.93	139221	0802724420070	9172 VINCENT AVE S	622.32	143213
0302724240080	7940 NICOLLET AVE S	3,632.08	124589	0802724430017	9209 VINCENT AVE S	177.95	143221
0302724310002	8308 WENTWORTH AVE S	97.10	147663	0802724440032	9316 RUSSELL AVE S	69.15	140802
0302724310007	8300 BLAISDELL AVE S	76.89	128845	0802724440076	9352 PENN AVE S	162.61	139008
0302724310015	8312 NICOLLET AVE S	222.15	137145	0802724440076	9350 PENN AVE S	343.52	139007
0302724310038	8224 BLAISDELL AVE S	204.21	128837	0902724110005	8717 BRYANT AVE S	177.18	129575
0302724310043	8247 WENTWORTH AVE S	46.24	147659	0902724110012	8747 BRYANT AVE S	209.01	129582
0302724310044	8245 WENTWORTH AVE S	695.72	147658	0902724110072	8625 BRYANT AVE S	150.66	129560
0302724310054	8206 WENTWORTH AVE S	123.87	147645	0902724110079	8724 BRYANT AVE S	716.68	129577
0302724310059	8232 WENTWORTH AVE S	47.27	147654	0902724110083	8732 BRYANT AVE S	691.17	129579
0302724310063	8237 PILLSBURY AVE S	342.28	139232	0902724120056	8605 FREMONT AVE S	66.97	133440
0302724310068	8205 PILLSBURY AVE S	180.59	139224	0902724130012	8916 GIRARD AVE S	620.68	133626
0302724310112	8338 WENTWORTH AVE S	691.69	147670	0902724130022	8816 DUPONT AVE S	139.08	131839
0302724310126	8336 BLAISDELL AVE S	46.24	128857	0902724130031	8806 EMERSON AVE S	623.46	133018
0302724340009	8436 NICOLLET AVE S	59.62	137165	0902724130032	8816 EMERSON AVE S	28.75	133020
0302724340016	8419 BLAISDELL AVE S	556.25	128871	0902724130074	8840 GIRARD AVE S	304.73	133620
0302724340049	8401 PILLSBURY AVE S	46.24	139239	0902724140016	8824 ALDRICH AVE S	336.25	128298
0302724340061	8544 NICOLLET AVE S	94.79	137187	0902724140033	900 W 89TH ST	396.30	146100
0302724340088	8518 WENTWORTH AVE S	528.24	147700	0902724140061	8916 BRYANT AVE S	240.84	129599
0302724340096	8519 PILLSBURY AVE S	645.59	139250	0902724140064	8946 BRYANT AVE S	528.01	129606
0302724410008	8225 4TH AVE S	367.59	127626	0902724210011	1800 W 87TH ST	502.21	145973
0302724410021	8237 CLINTON AVE S	152.01	130454	0902724210029	8700 LOGAN AVE S	422.95	136044
0302724410035	8331 3RD AVE S	271.42	127387	0902724210037	8720 HUMBOLDT AVE S	189.23	134425
0302724410040	8306 4TH AVE S	364.40	127635	0902724210055	8760 IRVING AVE S	452.41	134740
0302724410074	8232 5TH AVE S	174.26	127882	0902724220008	8727 PENN AVE S	181.98	138978
0302724410105	8218 CLINTON AVE S	142.56	130447	0902724240002	1700 W 90TH ST	835.52	146193
0302724410108	8236 CLINTON AVE S	77.68	130453	0902724240021	8857 IRVING AVE S	94.98	134756
0302724410112	8225 3RD AVE S	115.30	127370	0902724240098	8861 JAMES AVE S	164.43	134957
0302724410114	8213 3RD AVE S	245.67	127366	0902724310003	9001 JAMES AVE S	930.53	134959
0302724410118	8306 CLINTON AVE S	94.79	130458	0902724310004	9009 JAMES AVE S	296.20	134960
0302724420015	150 E 84TH ST	46.99	132102	0902724310007	9033 JAMES AVE S	133.21	134966
0302724420052	8206 2ND AVE S	615.20	127135	0902724320043	9101 OLIVER AVE S	653.43	138119
0302724420091	8224 STEVENS AVE S	25.35	141577	0902724320055	9101 NEWTON AVE S	382.04	137089
0302724420101	8207 1ST AVE S	171.83	126867	0902724320079	2133 W 92ND ST	89.31	146369
0302724420103	8228 1ST AVE S	310.51	126873	0902724330002	9323 PENN AVE S	326.92	124810
0302724430006	8543 2ND AVE S	110.04	127188	0902724410004	9149 BRYANT AVE S	102.60	129627
0302724430044	8441 NICOLLET AVE S	633.98	137167	0902724410006	1009 W 90TH ST	101.56	146180
0302724430093	8500 2ND AVE S	2,496.67	127174	0902724410008	1011 W 90TH ST	297.25	146181
0302724430096	8515 STEVENS AVE S	878.42	141617	0902724410031	9040 BRYANT AVE S	392.25	129616
0302724430106	8507 1ST AVE S	252.92	126911	0902724410040	9129 COLFAX AVE S	517.54	130768
0302724430112	8521 NICOLLET AVE S	94.79	137178	0902724410049	9000 COLFAX AVE S	253.96	130752
0302724440004	8552 PORTLAND AVE S	80.89	138646	0902724410063	9119 DUPONT AVE S	80.74	131869
0302724440015	8527 4TH AVE S	89.78	127669	0902724420005	9018 DUPONT AVE S	820.76	131858
0302724440031	8506 PORTLAND AVE S	178.34	139635	0902724420030	9119 FREMONT AVE S	86.70	133489
0302724440042	8412 5TH AVE S	858.77	127907	0902724420047	9037 EMERSON AVE S	62.60	133042
0302724440053	8507 4TH AVE S	109.37	127664	1002724110020	8645 4TH AVE S	919.42	127684
0302724440070	8506 4TH AVE S	184.10	127663	1002724110039	8710 CLINTON AVE S	236.15	130512
0302724440099	8443 3RD AVE S	132.72	127402	1002724120005	8840 3RD AVE S	125.10	127425
0402724130009	8108 DUPONT AVE S	300.24	131766	1002724120038	8625 STEVENS AVE S	760.41	141633
0402724130040	8133 FREMONT AVE S	291.19	133394	1002724120050	8744 STEVENS AVE S	403.28	141646
0402724140035	8126 ALDRICH AVE S	222.66	128233	1002724120055	8701 1ST AVE S	956.53	126934
0402724140040	8139 BRYANT AVE S	520.14	129512	1002724120071	8751 NICOLLET AVE S	38.91	137200
0402724140064	908 W 80TH 1/2 ST	117.75	145184	1002724120078	8633 NICOLLET AVE S	403.07	137189
0402724140069	8043 COLFAX AVE S	241.59	130655	1002724130005	8815 2ND AVE S	69.80	127212
0402724140100	1000 W 80TH 1/2 ST	42.39	145188	1002724130086	8835 NICOLLET AVE S	1,287.41	137206
0402724230012	1901 W 82ND ST	83.86	145239	1002724130089	8811 NICOLLET AVE S	53.17	137203
0402724230012	1903 W 82ND ST	115.89	145240	1002724130092	8800 1ST AVE S	207.54	126944
0402724310026	8211 LOGAN AVE S	98.54	136030	1002724210032	8720 WENTWORTH AVE S	211.27	147715
0402724310040	8300 HUMBOLDT AVE S	76.89	134411	1002724210034	8750 WENTWORTH AVE S	377.17	147718
0402724310053	8317 IRVING AVE S	763.82	134701	1002724230005	516 HALSEY LN	327.32	134019
0402724320023	2117 DIXON DR	427.37	131665	1002724240010	8930 NICOLLET AVE S	1,001.12	137212
0402724320030	1901 DIXON DR	204.92	131648	1002724240015	156 W 90TH ST	787.11	146174
0402724320040	2124 W 83RD ST	87.33	145381	1002724310008	9055 BLAISDELL AVE S	429.01	128919
0402724330010	8413 PENN AVE S	1,065.43	138949	1002724310008	9053 BLAISDELL AVE S	475.45	128918
0402724330056	8531 HAEG DR	251.83	134018	1002724310016	9117 BLAISDELL AVE S	423.65	128930
0402724340011	8380 KNOX AVE S	273.04	135647	1002724310016	9119 BLAISDELL AVE S	742.50	128932
0402724340021	8385 KNOX AVE S	59.62	135648	1002724310045	111 W 90TH ST	185.01	146172
0402724340022	8393 KNOX AVE S	163.06	135651	1002724320019	521 W 90TH ST	1,351.59	125324
0402724340048	8403 IRVING AVE S	197.99	134714	1002724330001	9227 GRAND AVE S	789.15	124160
0402724340081	1816 W 86TH ST	804.02	145838	1002724330003	9301 GRAND AVE S	1,332.22	124165
0402724340094	8511 KNOX AVE S	96.14	135663	1002724340045	140 W 93RD ST	478.37	146405
0402724340105	1510 W 86TH ST	188.93	145817	1002724410036	9116 CLINTON AVE S	419.05	130525
0402724410002	8308 LYNDALE AVE S	400.64	136197	1002724410054	9133 5TH AVE S	304.72	127960
0402724410025	8314 COLFAX AVE S	200.85	130688				

CONTINUE

(CONTINUED) CITY OF BLOOMINGTON
(OFFICIAL PUBLICATION)

NOTICE OF HEARING
ASSESSMENT FOR DELINQUENT WATER, SEWER STORM
WATER DRAINAGE AND SOLID WASTE CHARGES

Property ID	Address	Amount	Acct #
1002724410055	9124 PORTLAND AVE S	432.75	139689
1002724420005	9124 3RD AVE S	399.50	127452
1002724420036	9115 1ST AVE S	151.08	126969
1002724430017	9200 2ND AVE S	299.84	127245
1002724430028	9318 2ND AVE S	46.24	127267
1002724430040	9237 STEVENS AVE S	65.71	141691
1002724430044	9213 STEVENS AVE S	3,686.38	141684
1002724430066	9306 1ST AVE S	439.63	126980
1002724430078	9218 3RD AVE S	189.95	127466
1002724430085	9312 3RD AVE S	601.56	127480
1002724440054	9313 CLINTON AVE S	462.04	130556
1002724440065	9200 5TH AVE S	424.43	127965
1002724440069	9224 5TH AVE S	100.12	127973
1102724110045	1613 E 87TH ST	204.99	132221
1102724120061	8601 12TH AVE S	173.72	126082
1102724130026	1364 PARK RD	151.15	138861
1102724130067	8825 13TH AVE S	145.06	126285
1102724130075	8820 13TH AVE S	42.22	126282
1102724140041	1707 PARK RD	342.92	138880
1102724140055	1606 E 89TH ST	170.32	132300
1102724210004	8618 12TH AVE S	402.97	126088
1102724210093	8755 CHICAGO AVE S	230.70	130136
1102724220025	8706 PARK AVE S	473.10	138748
1102724230003	8832 PARK AVE S	257.62	138752
1102724230014	8941 OAKLAND AVE S	737.17	137923
1102724230022	8833 OAKLAND AVE S	1,220.83	137907
1102724230035	8948 OAKLAND AVE S	404.63	137924
1102724240030	8816 ELLIOT AVE S	358.28	132792
1102724240039	8941 CHICAGO AVE S	46.24	130162
1102724240096	8837 10TH AVE S	551.33	125876
1102724310035	9006 11TH AVE S	74.86	125929
1102724320009	9120 CHICAGO AVE S	454.51	130173
1102724320058	9011 OAKLAND AVE S	80.34	137929
1102724330024	9201 PORTLAND AVE S	682.10	139696
1102724330027	9220 PARK AVE S	479.42	138777
1102724330047	9241 COLUMBUS AVE S	577.70	131131
1102724330061	9301 OAKLAND AVE S	59.90	137961
1102724330065	9318 OAKLAND AVE S	517.31	137966
1102724340072	9324 11TH AVE S	222.36	125979
1102724340107	9337 11TH AVE S	72.30	125984
1102724340108	9331 11TH AVE S	606.35	125982
1102724410021	9101 16TH AVE S	594.41	126667
1102724410025	9025 16TH AVE S	282.05	126659
1102724420091	9137 13TH AVE S	506.58	126315
1102724420120	9136 13TH AVE S	59.62	126314
1102724430058	9207 15TH AVE S	735.11	126554
1102724440011	9200 17TH AVE S	194.79	126779
1102724440047	1514 E OLD SHAKOPEE RD	859.80	132621
1202724210023	2250 E OLD SHAKOPEE RD	476.34	132667
1202724220042	1900 E 86TH 1/2 ST	139.61	132131
1202724220043	1880 E 86TH 1/2 ST	821.21	132129
1202724230004	1901 E 88TH ST	659.91	132281
1202724240023	8839 RIVER RIDGE CIR	212.85	140609
1202724240026	8731 21ST AVE S	979.32	127067
1202724320013	9119 MEADOWVIEW RD	1,065.00	136455
1202724320031	9109 SPRINGSIDE LN	560.75	141414
1202724330013	9212 MEADOWVIEW RD	602.47	136462
1402724120003	1400 E OLD SHAKOPEE RD	543.28	132604
1402724120012	1415 E OLD SHAKOPEE RD	642.75	132607
1402724120029	1210 E OLD SHAKOPEE RD	186.53	132598
1402724120035	1205 E OLD SHAKOPEE RD	96.60	132597
1402724130069	1201 E 96TH ST	570.24	132433
1402724210044	9507 CHICAGO AVE S	1,960.62	130221
1402724210100	9431 10TH AVE S	280.25	125746
1402724220003	9400 OAKLAND AVE S	148.90	137976
1402724220023	9509 COLUMBUS AVE S	52.93	131165
1402724220037	9424 COLUMBUS AVE S	476.57	131152
1402724220039	9440 COLUMBUS AVE S	670.96	131156
1402724220042	9500 COLUMBUS AVE S	383.71	131162
1402724220047	9540 COLUMBUS AVE S	176.67	131172
1402724220049	9500 PARK AVE S	40.21	138796
1402724230040	9606 COLUMBUS AVE S	77.20	131178
1402724230050	9718 COLUMBUS AVE S	829.20	131198
1402724230051	9724 COLUMBUS AVE S	223.47	131200
1402724230088	9624 OAKLAND AVE S	650.26	138013
1402724230100	9631 PORTLAND AVE S	193.85	139749
1402724230101	9625 PORTLAND AVE S	835.55	139748
1402724240019	817 E OLD SHAKOPEE RD	46.24	132581
1402724240020	850 E 98TH ST	142.56	132497
1402724240043	9617 ELLIOT AVE S	348.20	132869
1402724240050	900 E OLD SHAKOPEE RD	249.76	132583
1402724240064	9625 CHICAGO AVE S	372.96	130235
1602724320022	9852 MORGAN AVE S		
1602724420021	9831 HUMBOLDT AVE S		
1602724420071	9933 EMERSON AVE S		
1602724430001	1421 W 100TH ST		
1602724430020	10112 DUPONT AVE S		
1602724430037	10019 EMERSON AVE S		
1602724430041	10000 EMERSON AVE S		
1602724440006	10152 LYNDAL AVE S		
1702724110013	9425 RUSSELL AVE S		
1702724110026	9540 PENN CIR		
1702724110050	9500 RUSSELL AVE S		
1702724130038	2917 SOUTHBROOK DR		
1702724130080	9627 XERXES CIR		
1702724140026	9750 PENN AVE S		
1702724140026	9748 PENN AVE S		
1702724140028	9772 PENN AVE S		
1702724140028	9774 PENN AVE S		
1702724140085	9630 UPTON RD		
1702724330009	10141 DREW AVE S		
1702724330054	10141 BEARD AVE S		
1702724340004	10030 ABBOTT AVE S		
1702724340038	10143 ABBOTT AVE S		
1702724340039	3308 W 102ND ST		
1702724340040	3300 W 102ND ST		
1702724410016	9810 PENN AVE S		
1702724410069	2501 JONES PL		
1702724420024	9838 XERXES CURVE		
1702724430003	10100 WASHBURN AVE S		
1702724430035	10025 XERXES AVE S		
1702724440036	10006 MAPLE CIR		
1711621240021	8115 KENTUCKY AVE S		
1711621310075	8200 KINGSLEE RD		
1711621320019	8205 MARYLAND RD		
1711621320033	6950 W 83RD ST		
1711621320075	7025 W 83RD ST		
1711621330042	7041 OAK POINTE CURVE		
1802724130011	9640 LITTLE RD		
1802724130061	4317 COLLEGE HEIGHTS CIR		
1802724220063	9340 QUINN RD		
1802724230018	5184 W 96TH ST		
1802724230022	5132 W 96TH ST		
1802724230026	9711 UTICA CIR		
1802724230055	9727 UTICA RD		
1802724230057	9721 UTICA RD		
1802724230057	9719 UTICA RD		
1802724230078	9753 UTICA RD		
1802724320002	9811 RICH RD		
1802724320010	9911 RICH RD		
1802724320010	9909 RICH RD		
1802724340043	9943 OXBOROUGH CIR		
1802724340071	9933 NORD RD		
1802724410043	4121 PEBBLEBROOK CIR		
1802724420039	4400 W 98TH ST CIR		
1811621140049	8133 RHODE ISLAND CIR		
1811621220002	7807 WASHINGTON AVE S		
1811621320004	8209 ENSIGN RD		
1811621410033	7323 AUTUMN CHACE CIR		
1811621410035	7311 AUTUMN CHACE CIR		
1811621430111	8505 VIRGINIA RD		
1902724130014	4637 HERIT HILLS DR		
1902724130072	4523 HERIT HILLS CIR		
1902724220123	10236 SCARBOROUGH RD		
1902724240032	4716 HERIT HILLS DR		
1902724310002	4916 W OLD SHAKOPEE RD		
1902724310021	10636 JOHNSON RD		
1902724310048	4732 NORD DR		
1902724320019	10650 UTICA RD		
1902724330052	10816 STANLEY AVE S		
1902724330061	5209 W 108TH ST		
1902724340053	4808 W 110TH ST		
1902724340067	10821 OXBOROUGH AVE S		
1902724340070	5000 W 109TH ST		
1902724420019	4400 W OLD SHAKOPEE RD		
1902724420077	10716 NORD AVE S		
1902724430005	4400 W 110TH ST		
1902724440013	10900 FRANCE AVE S		
1902724440017	10912 FRANCE AVE S		
1902724440044	10817 IRWIN AVE S		
1902724440088	10940 GOODRICH AVE S		
1902724440098	10807 GOODRICH AVE S		
1911621110079	8706 WALTON POND CIR		
1911621120020	7801 W 86TH ST		
1911621210011	8212 OAKMERE RD		
1911621210013	8226 OAKMERE RD		
1911621210041	8116 W 86TH ST CIR		
1911621310048	8358 AMSDEN RIDGE DR		
1911621330012	9210 DECATUR AVE S		
1911621340014	8208 VILKOM AVE S		

1502724110112	9501 5TH AVE S	1,426.36	128904	2002724240012	3409 CANTERBURY DR		
1502724120014	9501 NICOLLET AVE S	830.46	137249	2002724240046	10432 YORK AVE S	57.48	148810
1502724120049	9441 STEVENS AVE S	206.16	141711	2002724240096	10501 BEARD AVE S	213.70	128693
1502724120074	9462 STEVENS AVE S	392.19	141716	2002724310024	10633 YORK AVE S	178.70	148832
1502724140017	9612 4TH AVE S	287.76	127769	2002724310096	10709 BEARD AVE S	282.95	128708
1502724140045	9719 4TH AVE S	552.69	127785	2002724310098	3301-11 W OLD SHAKOPEE RD	6,254.30	125470
1502724140049	357 E 97TH 1/2 ST	79.09	132456	2002724310098	3317-27 W OLD SHAKOPEE RD	9,757.12	125471
1502724140084	9610 CLINTON AVE S	693.73	136596	2002724320013	10738 CHOWEN AVE S	935.63	130383
1502724140204	9775 3RD AVE S	58.58	127536	2002724320020	3500 W OLD SHAKOPEE RD	52.93	147229
1502724140206	9783 3RD AVE S	308.80	127538	2002724340051	10800 XERXES AVE S	64.15	148498
1502724210041	9514 NICOLLET AVE S	170.32	137251	2002724340063	10832 ZENITH AVE S	324.78	149295
1502724210068	140 W 95TH ST	846.64	146537	2002724410030	10708 QUEEN AVE S	813.69	140028
1502724210071	9410 NICOLLET AVE S	113.14	137243	2002724420008	2801 W 106TH ST	181.10	144291
1502724210072	9412 NICOLLET AVE S	133.00	137244	2011621320003	9001 LAKEVIEW RD	562.45	135744
1502724230008	9632 PLEASANT AVE S	349.13	139349	2011621440050	9221 HYLAND CREEK CIR	1,096.35	134581
1502724230020	9710 PLEASANT AVE S	524.03	139360	2102724110002	10222 LYNDALE AVE S	709.23	136230
1502724230036	9632 GRAND AVE S	649.30	133908	2102724120022	1420 W 104TH ST	397.31	144033
1502724310011	9854 BLAISDELL AVE S	79.69	128974	2102724210007	10316 HUMBOLDT AVE S	81.63	134487
1502724310011	9852 BLAISDELL AVE S	470.79	128973	2102724220010	10357 MORGAN AVE S	86.27	136591
1502724310014	9902 BLAISDELL AVE S	1,315.55	128977	2102724230004	2225 W 105TH ST	239.95	144166
1502724310014	9900 BLAISDELL AVE S	1,748.47	128975	2102724230047	2128 W 105TH ST	213.47	144163
1502724310045	9918 PILLSBURY AVE S	962.24	139289	2102724320047	10615 PENN AVE S	124.24	139062
1502724310050	9952 WENTWORTH AVE S	272.83	147744	2102724320061	10601 MORGAN AVE S	418.64	136622
1502724310051	9951 PILLSBURY AVE S	876.64	139296	2102724330017	2172 OVERLOOK DR	326.00	138257
1502724310090	9822 BLAISDELL AVE S	396.91	128969	2102724410011	10600 RIVER TERRACE	626.76	140632
1502724310106	9810 BLAISDELL AVE S	644.61	128968	2102724420005	10625 HUMBOLDT AVE S	160.02	134500
1502724320020	9914 PLEASANT AVE S	431.56	139382	2102724420030	1210 VALLEY HIGH DR	75.34	142875
1502724320041	9912 HARRIET AVE S	90.04	134054	2102724420083	1401 W 106TH ST	886.37	144266
1502724330012	10049 HARRIET AVE S	714.66	134079	2102724420089	1401 VALLEY HIGH DR	26.60	142886
1502724330019	10121 HARRIET AVE S	799.92	134095	2102724430072	1033 RIVER TERRACE DR	286.01	140649
1502724330026	10140 PLEASANT AVE S	166.08	139416	2102724440010	1020 RIVER TERRACE DR	346.85	140645
1502724330072	10061 HARRIET AVE S	99.84	134086	2102724440012	1025 RIVER TERRACE DR	104.05	140646
1502724340011	10139 WENTWORTH AVE S	329.17	147769	2111621240018	5511 SOUTHWOOD DR	413.32	141345
1502724340023	10033 PLEASANT AVE S	217.13	139403	2111621320037	144 NORMAN RIDGE DR	843.54	137593
1502724340028	10043 PLEASANT AVE S	29.86	139407	2202724110012	10283 4TH AVE S	561.77	127814
1502724340031	10100 PILLSBURY AVE S	369.85	139311	2202724110021	10349 4TH AVE S	274.22	127832
1502724340049	10104 WENTWORTH AVE S	334.17	147761	2202724110023	10208 4TH AVE S	66.31	127807
1502724340081	10013 PILLSBURY AVE S	245.28	139301	2202724110071	10300 5TH AVE S	461.31	128030
1502724340087	10022 BLAISDELL AVE S	89.63	128988	2202724110082	10301 5TH AVE S	230.38	128031
1502724340088	10016 PILLSBURY AVE S	392.51	139303	2202724110094	10248 PORTLAND AVE S	102.92	139801
1502724340092	8 W 102ND ST	37.46	143711	2202724120009	10332 STEVENS AVE S	325.80	141761
1502724340096	10128 NICOLLET CIR	761.99	137314	2202724130009	131 MISSION LN	281.45	136489
1502724410010	9825 4TH AVE S	493.47	127795	2202724130035	5 E 104TH ST	230.97	131997
1502724410061	9842 4TH AVE S	312.21	127799	2202724130039	10413 NICOLLET CIR	899.27	137321
1502724420007	9904 3RD AVE S	220.83	127552	2202724210005	211 W 102ND ST	680.60	143727
1502724420018	9809 2ND AVE S	107.35	127286	2202724210052	10219 WENTWORTH AVE S	46.24	147777
1502724420023	9808 2ND AVE S	94.79	127285	2202724210054	163 W 102ND ST	927.32	143724
1502724420046	9900 STEVENS AVE S	46.24	141726	2202724210058	10212 WENTWORTH AVE S	240.81	147774
1502724420050	9916 STEVENS AVE S	372.03	141734	2202724210102	10201 WENTWORTH AVE S	739.08	147771
1502724420053	9909 1ST AVE S	29.02	127007	2202724220038	10212 GRAND AVE S	103.64	133923
1502724420055	9901 1ST AVE S	69.72	127003	2202724220063	10211 LYNDALE AVE S	172.13	136228
1502724420071	9917 NICOLLET AVE S	242.47	137267	2202724230001	10538 HOPKINS RD	157.73	134400
1502724420075	9901 NICOLLET AVE S	54.40	137262	2202724230009	413 W 104TH ST	48.95	144021
1502724430004	10012 1ST AVE S	70.09	127018	2202724230078	10436 HARRIET AVE S	976.81	134134
1502724430022	10001 NICOLLET AVE S	48.55	137268	2202724240008	10349 PLEASANT AVE S	533.53	139441
1502724430035	10117 1ST AVE S	143.69	127031	2202724240023	10425 BLAISDELL AVE S	436.68	129023
1502724430045	10000 2ND AVE S	807.50	127301	2202724240030	10419 WENTWORTH AVE S	138.23	147803
1502724430064	10009 STEVENS AVE S	61.47	141741	2202724240039	213 W 104TH ST	410.56	144011
1502724430075	10112 3RD AVE S	318.67	127570	2202724240081	10432 NICOLLET AVE S	129.65	137305
1602724240015	9740 HUMBOLDT AVE S	141.77	124272	2202724420007	20 E 107TH ST CIR	94.79	132046
1602724240028	9720 HUMBOLDT AVE S	280.48	124266	2302724220010	673 E 102ND ST	194.13	131974
1602724240031	1725 W 96TH ST	98.50	125380	2302724220021	10313 PORTLAND AVE S	767.18	139806
1602724310018	1510 W 100TH ST	70.66	143493				

CONTINUED

**(CONTINUED) CITY OF BLOOMINGTON
(OFFICIAL PUBLICATION)
NOTICE OF HEARING
ASSESSMENT FOR DELINQUENT WATER, SEWER STORM
WATER DRAINAGE AND SOLID WASTE CHARGES**

Property ID	Address	Amount	Acct. #
2302724220031	10350 COLUMBUS CIR	165.39	131264
2811621230161	5718 W 98TH 1/2 ST CIR	676.57	146899
2902724110009	11024 RUSSELL CIR	103.20	140944
2902724110035	11110 QUEEN AVE S	876.81	140046
2902724110053	11031 QUEEN CIR	540.20	140074
2902724110055	11021 QUEEN CIR	96.39	140069
2902724110063	2320 OVERLOOK DR	70.84	138289
2902724120006	11111 XERXES AVE S	473.77	148528
2902724120018	11110 WASHBURN AVE S	352.75	147535
2902724120039	11110 VINCENT AVE S	255.48	143339
2902724120049	11101 VINCENT AVE S	67.99	143338
2902724120055	11000 UPTON AVE S	196.98	142522
2902724120085	11141 UPTON AVE S	47.11	142541
2902724120086	11201 UPTON AVE S	497.61	142542
2902724130009	11201 XERXES AVE S	46.24	148532
2902724220009	11109 DREW CIR	46.24	131758
2902724230026	11225 EWING CIR	101.82	133247
2902724230028	11233 EWING ST	1,080.10	133238
2911621140037	6131 W 97TH ST	125.67	146789
2911621140050	9724 COLORADO RD	97.89	130827
3002724110070	11140 IRWIN AVE S	737.57	134824
3002724120017	4309 W 110TH ST	573.60	144889
3002724120046	11048 JOHNSON AVE S	477.11	135124
3002724120073	4517 W 111TH ST	213.96	144814
3002724120089	4608 OXBOROUGH LN	368.49	138522
3002724130077	4601 TERRACEWOOD DR	600.58	141872
3002724140011	11200 HARRISON AVE S	46.24	134177
3002724140071	4001 W 113TH ST	1,068.41	145001
3002724210006	4809 W 110TH ST	77.68	144715
3002724210007	4817 W 110TH ST	95.10	144717
3002724210043	5016 W 112TH ST	321.25	144969
3002724220074	5235 W 110TH ST	634.56	144741
3002724230041	5255 OVERLOOK DR	94.63	138434
3002724240015	4717 TERRACEWOOD DR	398.71	141884
3002724240034	11311 RICH CIR	137.60	140401
3002724410017	4008 OVERLOOK DR	1,052.03	138357
3011621130033	9643 WYOMING TERRACE	197.41	148190
3011621130084	7683 SOUTH BAY DR	604.36	141290
301162120010	9565 XYLON AVE S	1,503.33	148646
3011621220016	9403 WOODBRIDGE RD	641.56	147963
3011621220051	9520 WOODBRIDGE RD	55.11	147997
3011621230027	9735 CAVELL AVE S	1,249.73	129794
3011621230057	9759 CAVELL AVE S	547.76	129810
3011621230103	8415 W 97TH 1/2 ST	396.06	146743
3011621230116	9635 ENSIGN CIR	41.58	133140
3011621230116	8514 W 97TH ST	116.20	148850
3011621320016	9777 CAVELL CIR	339.98	129807
3011621320043	9939 CAVELL AVE S	185.69	129839
3011621320059	9902 CAVELL AVE S	118.85	129816
3011621320109	9827 CAVELL CIR	77.08	129835
3011621320111	9835 CAVELL CIR	129.05	129939
3011621320126	9787 CAVELL CIR	552.21	129917
3011621330044	8406 W 100TH ST	122.33	143601
3011621330050	8410 W 100TH ST	562.00	143605
3011621330062	8434 W 100TH ST	185.47	143629
3011621340028	8209 W 102ND ST	430.27	143891
3011621420042	7671 BUSH LAKE DR	271.02	129878
3011621440045	7651 W 100TH ST	83.23	143561

3111621110054	7433 W 103RD ST	65.62	143933
3111621110055	7441 W 103RD ST	174.75	143934
3111621120051	10317 WYOMING AVE S	105.93	148072
3111621130073	10441 WYOMING AVE S	412.99	148093
3111621140032	10408 RHODE ISLAND AVE S	73.00	140222
3111621140035	10432 RHODE ISLAND AVE S	653.69	140225
3111621140062	10407 QUEBEC AVE S	164.28	139870
3111621140063	10409 QUEBEC AVE S	1,718.02	139872
3111621140089	10525 RHODE ISLAND AVE S	46.24	140229
3111621140090	10527 RHODE ISLAND AVE S	53.62	140230
3111621140092	10535 RHODE ISLAND AVE S	70.70	140232
3111621140095	10424 SUMTER AVE S	305.74	141770
3111621140095	10426 SUMTER AVE S	717.85	141772
3111621210085	10357 ZINRAN CIR	994.46	149468
3111621220006	10241 CAVELL CIR	198.58	129989
3111621220010	10233 CAVELL CIR	43.25	129984
3111621230025	10424 CAVELL AVE S	600.00	129861
3111621230042	8421 W 104TH ST	139.35	144142
3111621230058	10439 DECATUR CIR	382.95	131594
3111621230090	10539 DECATUR CIR	44.78	131622
3111621240072	10573 XYLON RD	693.07	148771
3111621240089	10508 XYLON RD	748.64	148757
3111621310046	10719 AQUILA AVE S	356.89	128385
3111621310059	10778 CAVELL RD	48.48	130059
3111621310103	8011 W 107TH ST	229.03	144460
3111621310128	10713 ZINRAN CIR	70.96	149495
3111621320014	10560 DECATUR AVE S	381.11	149146
3111621320021	10742 CAVELL RD	26.54	131576
3111621320041	10702 CAVELL RD	374.07	130036
3111621440007	10821 QUEBEC AVE S	291.04	130007
3111621440322	7633 W 111TH ST	501.34	144922
3111621440427	10801 BLOOMINGTON FERRY RD	1,938.97	123727
3211621110010	10264 COLORADO RD	579.42	130965
3211621140052	10440 BRUNSWICK CIR	380.55	129474
3211621140068	6003 W 105TH ST	390.49	144218
3211621140069	6001 W 105TH ST	704.74	144217
3211621230091	10524 OREGON CIR	700.25	144220
3211621240002	6816 W 108TH ST	919.51	138165
3211621320043	10729 BUSH LAKE RD CIR	339.90	144353
3211621320048	10753 BUSH LAKE RD CIR	686.63	129710
3211621320050	10757 BUSH LAKE RD CIR	52.97	129716
3211621320060	10705 BUSH LAKE RD CIR	65.83	129717
3211621410023	5926 W 108TH ST	333.02	129704
3311621210030	10201 WILDWOOD RD	46.24	144344
3311621230008	5809 W 104TH ST	211.44	147872
3311621230021	10517 NESBITT AVE S	93.75	144067
3311621230034	10416 ZION AVE S	510.83	137016
3311621240054	10541 BRIAR RD	582.21	149523
3311621310010	10613 VESSEY RD	186.33	129378
3311621310053	5422 W OLD SHAKOPEE CIR	225.67	143060
3311621320027	5624 W 107TH ST	1,276.40	147187
		335.09	144451

The property assessment roll, including the amounts proposed to be assessed, are on file in the Office of the City Clerk of the City of Bloomington at 1800 West Old Shakopee Road and are open to public inspection. Objection, oral or written, will be considered by the City Council at said meeting. Information may be obtained from the Utility Billing Division, Finance Department (952-563-8726), prior to the hearings.

Janet K. Lewis
City Clerk

Published in the
Bloomington Sun Current
August 11, 2016
581851, 581865 & 581905

Special Assessment History

2016 Special Assessments	# Letters Sent	\$ Amt letters	# Properties Published in Sun Current	\$ Amount Published in Sun Current	# Properties Administrative Hearing	\$ Amount Administrative Hearing	# Properties Council Hearing	\$ Amount Council Hearing	# Properties Assessed to County
Civil Fines (NSC fees)	4	\$2,700.00	4	\$2,700.00	4	\$2,700.00			
Civil Fines (APO's)	0	\$0.00	0	\$0.00	0	\$0.00			
Trees	25	\$18,301.26	18	\$14,117.00	15	\$13,381.08			
Abatements	25	\$6,537.78	21	\$5,678.94	21	\$5,578.94			
Weeds	55	\$20,100.06	46	\$16,975.28	44	\$16,431.77			
Utility Billing	1669	\$408,604.91	754	\$295,364.11	578	\$252,386.85			

2015 Special Assessments	# Letters Sent	\$ Amt letters	# Properties Published in Sun Current	\$ Amount Published in Sun Current	# Properties Administrative Hearing	\$ Amount Administrative Hearing	# Properties Council Hearing	\$ Amount Council Hearing	# Properties Assessed to County
Civil Fines (NSC fees)	3	\$1,800.00	3	\$1,800.00	3	\$1,800.00	3	\$1,800.00	3
Civil Fines (APO's)	35	\$22,460.00	23	\$22,460.00	21	\$20,535.00	21	\$20,535.00	22
Trees	35	\$32,385.12	27	\$22,092.42	20	\$14,135.66	20	\$14,135.66	16
Abatements	31	\$9,313.40	28	\$7,563.62	25	\$6,472.29	25	\$6,472.29	24
Weeds	15	\$4,303.27	13	\$3,482.03	11	\$2,804.00	11	\$2,804.00	10
Utility Billing	1604	\$399,142.51	738	\$280,144.28	593	\$245,373.56	499	\$211,924.12	377

2014 Special Assessments	# Letters Sent	\$ Amt letters	# Properties Published in Sun Current	\$ Amount Published in Sun Current	# Properties Administrative Hearing	\$ Amount Administrative Hearing	# Properties Council Hearing	\$ Amount Council Hearing	# Properties Assessed to County
Civil Fines (NSC fees)	5	\$3,000.00	4	\$2,700.00	4	\$2,700.00	3	\$2,100.00	3
Civil Fines (APO's)	16	\$18,600.00	14	\$18,000.00	14	\$18,000.00	14	\$18,000.00	14
Trees	37	\$33,615.12	24	\$24,950.68	21	\$21,444.84	18	\$19,321.32	18
Abatements	31	\$14,345.78	27	\$13,802.57	26	\$13,411.51	25	\$13,118.06	23
Weeds	37	\$10,145.61	28	\$8,230.87	21	\$5,925.05	19	\$5,612.37	17
Utility Billing	1656	\$376,764.59	739	\$236,640.27	617	\$221,921.96	542	\$198,719.07	412

2013 Special Assessments	# Letters Sent	\$ Amt letters	# Properties Published in Sun Current	\$ Amount Published in Sun Current	# Properties Administrative Hearing	\$ Amount Administrative Hearing	# Properties Council Hearing	\$ Amount Council Hearing	# Properties Assessed to County
Civil Fines (NSC fees)	9	\$4,200.00	8	\$3,900.00	8	\$3,900.00	7	\$3,300.00	7
Civil Fines (APO's)	14	\$6,700.00	13	\$6,400.00	13	\$6,400.00	12	\$5,500.00	12
Trees	11	\$10,676.73	8	\$9,223.61	8	\$9,223.61	8	\$9,223.61	8
Abatements	23	\$8,423.99	18	\$7,721.24	18	\$7,721.24	18	\$7,721.24	16

Weeds	36	\$9,128.70	32	\$8,088.09	29	\$7,847.84	28	\$7,703.22	28
Utility Billing	1765	\$337,894.01	758	\$205,745.73	611	\$173,972.77	548	\$151,408.48	350

2012 Assessments	Special	# Letters Sent	\$ Amt letters	# Properties Published in Sun Current	\$ Amount Published in Sun Current	# Properties Administrative Hearing	\$ Amount Administrative Hearing	# Properties Council Hearing	\$ Amount Council Hearing	# Properties Assessed to County
Civil Fines		27	\$23,770.00	25	\$23,470.00	25	\$23,470.00	25	\$23,470.00	24
Trees		31	\$21,157.01	23	\$16,642.20	22	\$15,839.21	20	\$15,072.96	16
Abatements		37	\$6,792.48	25	\$4,798.03	22	\$3,928.64	20	\$3,501.19	20
Weeds		50	\$10,103.35	36	\$8,626.39	32	\$7,587.66	31	\$7,412.04	29
Utility Billing		1824	\$274,419.43	737	\$155,954.44	621	\$143,620.53	494	\$112,314.51	341

\$ Amount Assessed to County

\$ Amount Assessed to County
\$1,800.00
\$20,735.00
\$12,176.16
\$6,342.28
\$2,598.83
\$165,984.13

\$ Amount Assessed to County
\$2,100.00
\$18,000.00
\$19,501.32
\$12,560.56
\$4,816.27
\$162,134.97

\$ Amount Assessed to County
\$3,300.00
\$5,500.00
\$9,303.61
\$7,501.20

\$7,927.22
\$111,535.40

\$ Amount Assessed to County
\$21,550.00
\$13,499.38
\$3,501.19
\$7,391.40
\$80,692.04

Request for Council Action

Originator Finance	Item Hearing: Public Nuisance Abatement Assessment
Agenda Section Other: Public Hearings	Date 9/26/2016

Description

A publicly advertised and noticed hearing on the matter of assessment of Public Nuisance Abatements has been scheduled for this date and time. A listing of the properties being assessed is included with the agenda material.

An Administrative Hearing on the proposed assessment was held Wednesday, September 7, 2016.

Item created by: Sue LeGrand
Presenter: Lori Economy-Scholler

Requested Action

Upon conclusion of the hearing, the council is asked to consider the attached resolution certifying the assessment.

Attachments:

RESOLUTION
AFFIDAVIT OF PUBLICATION-NOTICE OF ASSESSMENT HEARING

AFFIDAVIT OF PUBLICATION

STATE OF MINNESOTA) ss
COUNTY OF HENNEPIN

Charlene Vold being duly sworn on an oath, states or affirms that he/she is the Publisher's Designated Agent of the newspaper(s) known as:

SC Bloomington

with the known office of issue being located in the county of:

HENNEPIN

with additional circulation in the counties of:
HENNEPIN

and has full knowledge of the facts stated below:

- (A) The newspaper has complied with all of the requirements constituting qualification as a qualified newspaper as provided by Minn. Stat. §331A.02.
- (B) This Public Notice was printed and published in said newspaper(s) once each week, for 1 successive week(s); the first insertion being on 08/11/2016 and the last insertion being on 08/11/2016.

MORTGAGE FORECLOSURE NOTICES

Pursuant to Minnesota Stat. §580.033 relating to the publication of mortgage foreclosure notices: The newspaper complies with the conditions described in §580.033, subd. 1, clause (1) or (2). If the newspaper's known office of issue is located in a county adjoining the county where the mortgaged premises or some part of the mortgaged premises described in the notice are located, a substantial portion of the newspaper's circulation is in the latter county.

By: Charlene Vold
Designated Agent

Subscribed and sworn to or affirmed before me on 08/11/2016 by Charlene Vold.

Darlene M MacPherson
Notary Public



Rate Information:

(1) Lowest classified rate paid by commercial users for comparable space:

\$34.45 per column inch

Ad ID 581971

CITY OF BLOOMINGTON (OFFICIAL PUBLICATION) NOTICE OF ASSESSMENT HEARING FOR ABATEMENT OR REMOVAL OF A PUBLIC NUISANCE

NOTICE is hereby given that a public hearing will be held by the City Council of the City of Bloomington at 1800 West Old Shakopee Road on September 26, 2016, at 7:15 o'clock p.m. to consider approval of the proposed assessment roll for charges assessed against the property upon which a condition was remedied by abatement or removal of a public nuisance. The assessment is levied pursuant to the provisions of Chapter 12, of the City Code, as authorized by Minn. Stat. § 429.101 subd. 1(a)(3).

The Property Identification Numbers and Addresses of the parcels benefited and proposed to be assessed are as follows:

SITE ADDRESS	PROPERTY I.D. NO.	AMOUNT DUE
8238 11th Ave S	02 027 24 31 0041	\$244.82
9307 13th Ave S	11 027 24 43 0038	\$179.12
8200 17th Ave S	02 027 24 41 0032	\$374.32
9000 18th Ave S	11 027 24 41 0061	\$105.82
1201 W 88th St	09 027 24 12 0054	\$282.37
5235 W 110th St	30 027 24 22 0074	\$268.28
9117 Blaisdell Ave S	10 027 24 31 0016	\$197.89
9408 Briar Rd	28 116 21 21 0015	\$238.12
9020 West Bush Lake Rd	19 116 21 31 0086	\$169.73
8140 Clinton Ave S	03 027 24 14 0035	\$195.21
9001 Lakeview Rd	20 116 21 32 0003	\$306.50
8241 Maryland Rd	17 116 21 32 0028	\$211.30
1400 E Old Shakopee Rd	14 027 24 12 0003	\$224.71
3301 W Old Shakopee Rd	20 027 24 31 0068	\$759.17
5125 W Old Shakopee Rd	19 027 24 33 0023	\$238.12
10016 Pillsbury Ave S	15 027 24 34 0081	\$322.60
9336 Riverview Ave S	11 027 24 43 0084	\$211.30
9213 Stevens Ave S	10 027 24 43 0044	\$161.88
9101 Upton Ave S	08 027 24 42 0028	\$155.78
8245 Wentworth Ave S	03 027 24 31 0044	\$588.44
10219 York Lane	20 027 24 21 0059	\$234.66

The property assessment roll, including the amounts proposed to be assessed are on file in the Office of the City Clerk of the City of Bloomington at 1800 West Old Shakopee Road and are open to public inspection. Objections, oral or written, will be considered by the City Council at said meeting. Adoption by the City Council of the proposed assessment may be taken at the Assessment Hearing.

Minn. Stat. Sec. 429.061 provides for certain rights of appeal. Bloomington City Code allows for partial prepayments of the total amount proposed to be assessed, however it does not allow for any deferment procedures. Further information on those rights or any other matter relevant to the proposed assessment may be obtained from the Accounts Receivable Division, Finance Department (952-563-4527).

Janel K Lewis
City Clerk

Published in the
Bloomington Sun Current
August 11, 2016
581971

R E S O L U T I O N N O. 2016-_____

A RESOLUTION APPROVING ASSESSMENT OF PUBLIC NUISANCE ABATEMENTS

WHEREAS, the City Council of the City of Bloomington is the official governing body of the City of Bloomington; and

WHEREAS, the City Council has the authority to assess property nuisance abatement costs pursuant to Minnesota Statutes § 429.101, Sections 12.14 and 12.15 of the Bloomington City Charter, and City Code Sections 1.19 and 1.20; and

WHEREAS, notice of administrative hearing on a proposed assessment roll for Public Nuisance Abatements on the properties identified on Exhibit A, which is attached hereto and incorporated herein, was published in the official newspaper of the City and notice was mailed to all persons listed on the official records of Hennepin County as owners of the affected parcels or lots; and

WHEREAS, an administrative hearing, as noticed, was held September 7, 2016, where all interested parties were given an opportunity to object or otherwise comment on the proposed assessment roll; and

WHEREAS, two property owners (8241 Maryland Road and 5235 West 110th Street) appeared at the September 7, 2016, administrative hearing, and the administrative law judge issued recommendations in each matter; and

WHEREAS, no other owners appeared for the administrative hearing; and

WHEREAS, the City Council finds that the various parcels listed on the proposed assessment roll (Exhibit A) did receive abatement / removal services as appears on said assessment roll;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF BLOOMINGTON IN REGULAR MEETING ASSEMBLED THAT:

1. The assessment roll, a copy of which is on file in the office of the City Clerk, is hereby accepted and shall constitute the special assessments against the lands named therein.
2. The assessment for each parcel shall be payable in one annual installment, the first and only installment to be payable on or before the first Monday of January 2017, and shall bear interest at the rate of eight percent (8%) per annum from October 1, 2016, through December 31, 2017, plus a \$25 administrative fee added to their assessment.
3. The owner of any property so assessed may, at any time prior to certification of the assessment to the County Auditor on November 29, 2016, pay the whole assessment on such property with no interest accrual.

BE IT FURTHER RESOLVED that the City shall transmit a certified copy of the assessment roll to the County Auditor to be executed on the property tax lists of the County, and such assessments shall be collected and paid in the same manner as other municipal taxes.

Passed and adopted this ____ day of September, 2016

Mayor

Attest:

Secretary of the Council

EXHIBIT A
ABATEMENT PUBLIC NUISANCE

Property Address	Property ID No.	Amount Due
8238 11th Ave S	02 027 24 31 0041	\$244.82
9307 13th Ave S	11 027 24 43 0038	\$179.12
8200 17th Ave S	02 027 24 41 0032	\$374.32
9000 18th Ave S	11 027 24 41 0061	\$105.82
1201 W 86th St	09 027 24 12 0054	\$282.37
9117 Blaisdell Ave S	10 027 24 31 0016	\$197.89
9408 Briar Rd	28 116 21 21 0015	\$238.12
9020 West Bush Lake Rd	19 116 21 31 0086	\$169.73
8140 Clinton Ave S	03 027 24 14 0035	\$195.21
9001 Lakeview Rd	20 116 21 32 0003	\$306.50
8241 Maryland Rd	17 116 21 32 0028	\$211.30
1400 E Old Shakopee Rd	14 027 24 12 0003	\$224.71
3301 W Old Shakopee Rd	20 027 24 31 0098	\$759.17
5125 W Old Shakopee Rd	19 027 24 33 0023	\$238.12
10016 Pillsbury Ave S	15 027 24 34 0081	\$322.60
9336 Riverview Ave S	11 027 24 43 0084	\$211.30
9213 Stevens Ave S	10 027 24 43 0044	\$161.68
9101 Upton Ave S	08 027 24 42 0028	\$155.78
8245 Wentworth Ave S	03 027 24 31 0044	\$599.44
10219 York Lane	20 027 24 21 0059	\$234.66

Request for Council Action

Originator Finance	Item Hearing: Civil Fines for Property-Related Violation Assessments
Agenda Section Other: Public Hearings	Date 9/26/2016

Description

A publicly advertised and noticed hearing on the matter of assessments of unpaid Civil Fines for Property-Related Violations has been scheduled for this date and time. A listing of the properties being assessed is included with the agenda material.

An Administrative Hearing on the proposed assessment was held Wednesday, September 7, 2016. No one attended the hearing.

Item created by: Finance
Presenter: Lori Economy-Scholler

Requested Action

Upon conclusion of the hearing, the council is asked to consider the attached resolution certifying the assessment.

Attachments:

RESOLUTION
AFFIDAVIT OF PUBLICATION-NOTICE OF HEARING

**CITY OF BLOOMINGTON
(OFFICIAL PUBLICATION)
NOTICE OF HEARING**

ASSESSMENT FOR CIVIL FINES FOR PROPERTY-RELATED VIOLATIONS

NOTICE is hereby given that a public hearing will be held by the City Council of the City of Bloomington at 1800 West Old Shakopee Road on September 26, 2016, at 7:00 p.m. to consider approval of the proposed assessment roll for charges assessed against the property for civil fines for property-related violations. The assessment is levied pursuant to the provisions of Section 1.19 of the Bloomington City Code, as authorized by Minnesota Statutes § 429.101 subd. 1(a).

The Property Identification Numbers and Addresses of the parcels benefited and proposed to be assessed are as follows:

PROPERTY ID NUMBER	ADDRESS	AMOUNT DUE NOW
02-027-24-22-0005	7839 Portland Avenue South	\$575.00 (APO Fees)
02-027-24-22-0005	7839 Portland Avenue South	\$600.00 (NSC Fees)
02-027-24-31-0053	8320 10th Avenue South	\$575.00 (APO Fees)
02-027-24-41-0032	8200 17th Avenue South	\$1,150.00 (APO Fees)
03-027-24-13-0079	8127 1st Avenue South	\$575.00 (APO Fees)
03-027-24-24-0080	7940 Nicollet Avenue South	\$355.00 (APO Fees)
03-027-24-31-0130	8349 Wentworth Avenue South	\$1,150.00 (APO Fees)
04-027-24-14-0064	908 80th 1/2 Street West	\$850.00 (APO Fees)
04-027-24-14-0100	1000 80th 1/2 Street West	\$575.00 (APO Fees)
04-027-24-43-0031	8501 Fremont Avenue South	\$1,150.00 (APO Fees)
09-027-24-12-0017	8720 Emerson Avenue South	\$300.00 (APO Fees)
09-027-24-14-0064	8946 Bryant Avenue South	\$575.00 (APO Fees)
09-027-24-21-0055	8760 Irving Avenue South	\$575.00 (APO Fees)
10-027-24-13-0096	8900 2nd Avenue South	\$900.00 (APO Fees)
10-027-24-23-0022	510 Halsey Lane	\$1,675.00 (APO Fees)
10-027-24-31-0016	9117 Blaisdell Avenue South	\$6,675.00 (APO Fees)
10-027-24-32-0010	9054 Grand Avenue South	\$2,250.00 (APO Fees)
10-027-24-33-0056	9255 Lyndale Avenue South	\$355.00 (APO Fees)
10-027-24-34-0045	140 93rd Street West	\$1,200.00 (NSC Fees)
10-027-24-34-0052	201 93rd Street West	\$2,300.00 (APO Fees)
11-027-24-11-0022	1606 87th Street East	\$575.00 (APO Fees)
11-027-24-21-0004	8618 12th Avenue South	\$1,150.00 (APO Fees)
11-027-24-21-0035	8640 11th Avenue South	\$2,300.00 (APO Fees)
11-027-24-44-0014	9218 17th Avenue South	\$300.00 (NSC Fees)
12-027-24-22-0031	2019 86th Street East	\$1,150.00 (APO Fees)
14-027-24-22-0052	9524 Park Avenue South	\$1,150.00 (APO Fees)
15-027-24-14-0049	357 97th 1/2 Street East	\$1,150.00 (APO Fees)
15-027-24-14-0064	8810 Clinton Avenue South	\$575.00 (APO Fees)
15-027-24-42-0003	9808 3rd Avenue South	\$900.00 (APO Fees)
17-027-24-34-0039	3308 102nd Street West	\$1,150.00 (APO Fees)
20-027-24-31-0098	3301 West Old Shakopee Road	\$600.00 (NSC Fees)
20-027-24-34-0023	10847 Zenith Avenue South	\$1,150.00 (APO Fees)
22-027-24-23-0024	601 104th Street West	\$575.00 (APO Fees)
22-027-24-24-0008	10349 Pleasant Avenue South	\$300.00 (APO Fees)
31-116-21-11-0064	10211 Quebec Avenue South	\$1,125.00 (APO Fees)
31-116-21-14-0067	10421 Quebec Avenue South	\$1,125.00 (APO Fees)

The property assessment roll, including the amounts proposed to be assessed are on file in the Office of the City Clerk of the City of Bloomington at 1800 West Old Shakopee Road and are open to public inspection. Objections, oral or written, will be considered by the City Council at said meeting. Adoption by the City Council of the proposed assessment may be taken at the Assessment Hearing.

Minnesota Statutes § 429.081 provides for certain rights of appeal. Bloomington City Code allows for partial prepayments of the total amount proposed to be assessed, however it does not allow for any deferment procedures. Further information on those rights or any other matter relevant to the proposed assessment may be obtained from the Environmental Health Division (952-563-8934).

/s/ Janet K. Lewis
City Clerk

Published in the
Bloomington Sun Current
August 11, 2016
579515

AFFIDAVIT OF PUBLICATION

STATE OF MINNESOTA) ss
COUNTY OF HENNEPIN

Charlene Vold being duly sworn on an oath,
states or affirms that he/she is the Publisher's
Designated Agent of the newspaper(s) known
as:

SC Bloomington

with the known office of issue being located
in the county of:

HENNEPIN

with additional circulation in the counties of:

HENNEPIN

and has full knowledge of the facts stated
below:

- (A) The newspaper has complied with all of
the requirements constituting qualifica-
tion as a qualified newspaper as provided
by Minn. Stat. §331A.02.
- (B) This Public Notice was printed and pub-
lished in said newspaper(s) once each
week, for 1 successive week(s); the first
insertion being on 08/11/2016 and the last
insertion being on 08/11/2016.

MORTGAGE FORECLOSURE NOTICES

Pursuant to Minnesota Stat. §580.033
relating to the publication of mortgage
foreclosure notices: The newspaper complies
with the conditions described in §580.033,
subd. 1, clause (1) or (2). If the newspaper's
known office of issue is located in a county
adjoining the county where the mortgaged
premises or some part of the mortgaged
premises described in the notice are located,
a substantial portion of the newspaper's
circulation is in the latter county.

By: Charlene Vold

Designated Agent

Subscribed and sworn to or affirmed before
me on 08/11/2016 by Charlene Vold.

Darlene M MacPherson

Notary Public



Rate Information:

(1) Lowest classified rate paid by commercial users
for comparable space:

\$34.45 per column inch

Ad ID 579515

RESOLUTION NO. 2016 - _____

A RESOLUTION APPROVING CIVIL FINE ASSESSMENTS

WHEREAS, the City Council of the City of Bloomington is the official governing body of the City of Bloomington; and

WHEREAS, the City Council has the authority to assess unpaid civil fines pursuant to Minnesota Statutes § 429.101, Sections 12.14 and 12.15 of the Bloomington City Charter, and City Code Sections 1.19 and 1.20; and

WHEREAS, notice of hearing on a proposed assessment roll for unpaid civil fines on the properties identified on **Exhibit A**, which is attached hereto and incorporated herein, was published in the official newspaper of the City and notice was mailed to all persons listed on the official records of Hennepin County as owners of the affected parcels or lots where civil fines are owing; and

WHEREAS, an administrative hearing was held on September 7, 2016, where all affected property owners were given the opportunity to be heard; and

WHEREAS, no one appeared for the administrative hearing; and

WHEREAS, a public hearing, as noticed, was held by the City Council on September 26, 2016, where all interested persons were given an opportunity to object or otherwise comment on the proposed assessment roll; and

WHEREAS, the City Council finds that the parcels listed on the proposed assessment roll, (**Exhibit A**), did not pay the civil fines owing on the properties for environmental and/or building violations.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF BLOOMINGTON IN REGULAR MEETING ASSEMBLED THAT:

1. The assessment roll, a copy of which is on file in the office of the City Clerk, is hereby accepted and shall constitute the special assessments against the lands named therein.

2. The assessment for each parcel shall be payable in one annual installment, the first and only installment to be payable on or before the first Monday of January 2017, and shall bear interest at the rate of eight percent (8%) per annum from October 1, 2016, through December 31, 2017, plus a \$25 administrative fee added to their assessment.

3. That the owner of any property so assessed may, at any time prior to certification of the assessment to the County Auditor before November 29, 2016, pay the whole of the assessment on such property with no interest accrual.

BE IT FURTHER RESOLVED that the City Clerk shall transmit a certified copy of the assessment roll to the County Auditor to be executed on the property tax lists of the County, and such assessments shall be collected and paid in the same manner as other municipal taxes.

Passed and adopted this 26th day of September, 2016.

ATTEST:

Secretary to the Council

Mayor

EXHIBIT A

PROPERTY ID NUMBER	ADDRESS	AMOUNT DUE NOW
02-027-24-22-0005	7839 Portland Avenue South	\$575.00 (APO Fees)
02-027-24-22-0005	7839 Portland Avenue South	\$600.00 (NSC Fees)
02-027-24-31-0083	8320 10th Avenue South	\$575.00 (APO Fees)
02-027-24-41-0032	8200 17th Avenue South	\$1,150.00 (APO Fees)
03-027-24-13-0079	8127 1st Avenue South	\$575.00 (APO Fees)
03-027-24-24-0080	7940 Nicollet Avenue South	\$355.00 (APO Fees)
03-027-24-31-0130	8349 Wentworth Avenue South	\$1,150.00 (APO Fees)
04-027-24-14-0064	908 80th 1/2 Street West	\$850.00 (APO Fees)
04-027-24-14-0100	1000 80th 1/2 Street West	\$575.00 (APO Fees)
04-027-24-43-0031	8501 Fremont Avenue South	\$1,150.00 (APO Fees)
09-027-24-12-0017	8720 Emerson Avenue South	\$300.00 (APO Fees)
09-027-24-14-0064	8946 Bryant Avenue South	\$575.00 (APO Fees)
09-027-24-21-0055	8760 Irving Avenue South	\$575.00 (APO Fees)
10-027-24-13-0096	8900 2nd Avenue South	\$900.00 (APO Fees)
10-027-24-23-0022	510 Halsey Lane	\$1,675.00 (APO Fees)
10-027-24-31-0016	9117 Blaisdell Avenue South	\$6,675.00 (APO Fees)
10-027-24-32-0010	9054 Grand Avenue South	\$2,250.00 (APO Fees)
10-027-24-33-0056	9255 Lyndale Avenue South	\$355.00 (APO Fees)
10-027-24-34-0045	140 93rd Street West	\$1,200.00 (NSC Fees)
10-027-24-34-0052	201 93rd Street West	\$2,300.00 (APO Fees)
11-027-24-11-0022	1606 87th Street East	\$575.00

		(APO Fees)
11-027-24-21-0004	8618 12th Avenue South	\$1,150.00 (APO Fees)
11-027-24-21-0035	8640 11th Avenue South	\$2,300.00 (APO Fees)
11-027-24-44-0014	9218 17th Avenue South	\$300.00 (NSC Fees)
12-027-24-22-0031	2019 86th Street East	\$1,150.00 (APO Fees)
14-027-24-22-0052	9524 Park Avenue South	\$1,150.00 (APO Fees)
15-027-24-14-0049	357 97th 1/2 Street East	\$1,150.00 (APO Fees)
15-027-24-14-0064	9610 Clinton Avenue South	\$575.00 (APO Fees)
15-027-24-42-0003	9808 3rd Avenue South	\$900.00 (APO Fees)
17-027-24-34-0039	3308 102nd Street West	\$1,150.00 (APO Fees)
20-027-24-31-0098	3301 West Old Shakopee Road	\$600.00 (NSC Fees)
20-027-24-34-0023	10847 Zenith Avenue South	\$1,150.00 (APO Fees)
22-027-24-23-0024	601 104th Street West	\$575.00 (APO Fees)
22-027-24-24-0008	10349 Pleasant Avenue South	\$300.00 (APO Fees)
31-116-21-11-0064	10211 Quebec Avenue South	\$1,125.00 (APO Fees)
31-116-21-14-0067	10421 Quebec Avenue South	\$1,125.00 (APO Fees)

Request for Council Action

Originator Finance	Item Hearing: Delinquent Weed/Brush Removal Assessments
Agenda Section Other: Public Hearings	Date 9/26/2016
Description	

A publicly advertised and noticed hearing on the matter of assessments of delinquent weed / brush removal bills has been scheduled for this date and time. A listing of the properties being assessed is included with the agenda material.

An Administrative Hearing on the proposed assessment was held Wednesday, September 7, 2016. No one attended the hearing.

Item created by: Sue LeGrand
Presenter: Lori Economy-Scholler

Requested Action

Upon conclusion of the hearing, the council is asked to consider the attached resolution certifying the assessment.

Attachments:

RESOLUTION
AFFIDAVIT OF PUBLICATION – NOTICE OF HEARING

AFFIDAVIT OF PUBLICATION

STATE OF MINNESOTA) ss
COUNTY OF HENNEPIN

Charlene Vold being duly sworn on an oath, states or affirms that he/she is the Publisher's Designated Agent of the newspaper(s) known as:

SC Bloomington

with the known office of issue being located in the county of:

HENNEPIN

with additional circulation in the counties of:

HENNEPIN

and has full knowledge of the facts stated below:

(A) The newspaper has complied with all of the requirements constituting qualification as a qualified newspaper as provided by Minn. Stat. §331A.02.

(B) This Public Notice was printed and published in said newspaper(s) once each week, for 1 successive week(s); the first insertion being on 08/11/2016 and the last insertion being on 08/11/2016.

MORTGAGE FORECLOSURE NOTICES

Pursuant to Minnesota Stat. §580.033 relating to the publication of mortgage foreclosure notices: The newspaper complies with the conditions described in §580.033, subd. 1, clause (1) or (2). If the newspaper's known office of issue is located in a county adjoining the county where the mortgaged premises or some part of the mortgaged premises described in the notice are located, a substantial portion of the newspaper's circulation is in the latter county.

By: Charlene Vold
Designated Agent

Subscribed and sworn to or affirmed before me on 08/11/2016 by Charlene Vold.

Darlene M. MacPherson
Notary Public



Rate Information:

(1) Lowest classified rate paid by commercial users for comparable space:

\$34.45 per column inch

Ad ID 581961

CITY OF BLOOMINGTON (OFFICIAL PUBLICATION) NOTICE OF HEARING

ASSESSMENT FOR WEEDS / BRUSH REMOVAL COSTS

NOTICE is hereby given that a public hearing will be held by the City Council of the City of Bloomington at 1800 West Old Shakopee Road on September 26, 2016, at 7:15 o'clock p.m. to consider approval of the proposed assessment roll for charges assessed against the property upon which a condition was remedied by the cutting and removal, or eradication of weeds or long grass, or removal of yard waste or brush. The assessment is levied pursuant to the provisions of Chapter 10, Article VI, of the City Code, as authorized by Minn. Stat. § 429.101 subd. 1(a)(2).

The Property Identification Numbers and Addresses of the parcels benefited and proposed to be assessed are as follows:

SITE ADDRESS	PROPERTY ID. NO.	AMOUNT DUE ON	AMOUNT DUE
		OR BEFORE	BEGINNING
		09/26/16	09/27/16
8500 2nd Ave S	03 027 24 43 0093	\$615.39	\$623.39
8037 13th Ave S	02 027 24 13 0027	\$190.11	\$198.11
3201 W 84th St	05 027 24 34 0090	\$181.66	\$188.66
2510 W 88th St	08 027 24 11 0074	\$359.70	\$367.70
140 W 93rd Street	10 027 24 34 0045	\$308.11	\$316.11
5164 W 95th St	18 027 24 22 0043	\$271.84	\$279.84
425 E 100th St	15 027 24 44 0011	\$915.55	\$923.55
430 E 102nd St	15 027 24 44 0051	\$678.10	\$686.10
3709 W 102nd St	20 027 24 22 0009	\$190.11	\$198.11
20 E 107th St	22 027 24 42 0007	\$570.33	\$578.33
8524 Aldrich Ave S	04 027 24 44 0036	\$881.76	\$889.76
5901 Auto Club Rd	05 115 21 44 0005	\$190.11	\$198.11
9117/9119 Blaisdell Ave S	10 027 24 31 0016	\$995.07	\$1,003.07
8946 Bryant Ave S	09 027 24 14 0064	\$253.40	\$261.40
8741 West Bush Lake Rd	19 116 21 12 0070	\$345.22	\$353.22
9020 West Bush Lake Rd	19 116 21 31 0084	\$435.33	\$443.33
9111 Columbus Ave S	11 027 24 32 0015	\$190.11	\$198.11
3021 Forest Crest Drive	05 027 24 31 0017	\$163.29	\$171.29
3121 Forest Crest Drive	05 027 24 31 0020	\$163.29	\$171.29
8200 Garfield Ave S	03 027 24 32 0001	\$252.73	\$260.73
510 Halsey Lane	10 027 24 23 0022	\$345.22	\$353.22
8300 Humboldt Ave S	04 027 24 31 0040	\$255.55	\$263.55
11109 Johnson Ave S	30 027 24 11 0063	\$346.43	\$354.43
9001 Lakewood Rd	20 116 21 32 0003	\$938.07	\$946.07
8313 Little Rd	08 027 24 42 0036	\$862.35	\$870.35
131 Mission Lane	22 027 24 13 0009	\$190.11	\$198.11
8500 Nicollet Ave S	03 027 24 34 0055	\$244.82	\$252.82
8633 Nicollet Ave S	10 027 24 12 0078	\$155.11	\$163.11
8830 Nicollet Ave S	10 027 24 24 0010	\$245.22	\$253.22
9917 Nicollet Ave S	15 027 24 42 0071	\$190.11	\$198.11
4608 Nine Mile Creek Pkwy	07 027 24 13 0007	\$208.35	\$216.35
1400 E Old Shakopee Rd	14 027 24 12 0003	\$200.17	\$208.17
5117 W Old Shakopee Rd	19 027 24 33 0024	\$219.61	\$227.61
4008 Overlook Dr	30 027 24 41 0017	\$155.11	\$163.11
10018 Pillsbury Ave S	15 027 24 34 0081	\$615.39	\$623.39
10100 Pillsbury Ave S	15 027 24 34 0081	\$91.18	\$99.18
8226 Portland Ave S	03 027 24 41 0062	\$190.11	\$198.11
9335 Russell Circle	08 027 24 44 0071	\$273.11	\$281.11
10724 Sheridan Ave S	20 027 24 41 0101	\$190.11	\$198.11
7683 South Bay Drive	30 116 21 13 0084	\$334.93	\$342.93
9213 Stevens Ave S	10 027 24 43 0044	\$226.58	\$234.58
9916 Stevens Ave S	15 027 24 42 0050	\$1,346.73	\$1,354.73
9634 Utica Rd	18 027 24 23 0101	\$391.48	\$399.48
8219 Wentworth Ave S	03 027 24 31 0047	\$190.11	\$198.11
8231 Washburn Ave S	05 027 24 42 0069	\$209.96	\$217.96
8272 York Ave S	05 027 24 31 0061	\$208.35	\$216.35

The property assessment roll, including the amounts proposed to be assessed are on file in the Office of the City Clerk of the City of Bloomington at 1800 West Old Shakopee Road and are open to public inspection. Objections, oral or written, will be considered by the City Council at said meeting. Adoption by the City Council of the proposed assessment may be taken at the Assessment Hearing.

Minn. Stat. Sec. 429.081 provides for certain rights of appeal. Bloomington City Code allows for partial prepayments of the total amount proposed to be assessed, however it does not allow for any deferment procedures. Further information on those rights or any other matter relevant to the proposed assessment may be obtained from the Accounts Receivable Division, Finance Department (952-563-4527).

Janet K Lewis
City Clerk

Published in the
Bloomington Sun Current
August 11, 2016
581961

RESOLUTION NO. 2016-_____

**A RESOLUTION APPROVING ASSESSMENT OF DELINQUENT
WEED / BRUSH REMOVAL COSTS**

WHEREAS, the City Council of the City of Bloomington is the official governing body of the City of Bloomington; and

WHEREAS, the City Council has the authority to assess unpaid civil fines pursuant to Minnesota Statutes § 429.101, Sections 12.14 and 12.15 of the Bloomington City Charter, and City Code Sections 1.19 and 1.20; and

WHEREAS, notice of hearing on a proposed assessment roll for weed / brush removal costs on the properties identified on Exhibit A, which is attached hereto and incorporated herein, was published in the official newspaper of the City and notice was mailed to all persons listed on the official records of Hennepin County as owners of the affected parcels or lots; and

WHEREAS, a public hearing, as noticed, was held September 7, 2016, where all interested parties were given an opportunity to object or otherwise comment on the proposed assessment roll; and

WHEREAS, no one appeared for the administrative hearing; and

WHEREAS, the City Council finds that the various parcels listed on the proposed assessment roll (Exhibit A) did incur weed / brush removal costs as appears on said assessment roll;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF BLOOMINGTON IN REGULAR MEETING ASSEMBLED THAT:

1. The assessment roll, a copy of which is on file in the office of the City Clerk, is hereby accepted and shall constitute the special assessments against the lands named therein.

2. The assessment for each parcel shall be payable in one annual installment, the first and only installment to be payable on or before the first Monday of January 2017, and shall bear interest at the rate of eight percent (8%) per annum from October 1, 2016, through December 31, 2017, plus a \$25 administrative fee added to their assessment.
3. The owner of any property so assessed may, at any time prior to certification of the assessment to the County Auditor on November 29, 2016, pay the whole assessment on such property with no interest accrual.

BE IT FURTHER RESOLVED that the City Clerk shall transmit a certified copy of the assessment roll to the County Auditor to be executed on the property tax lists of the County, and such assessments shall be collected and paid in the same manner as other municipal taxes.

Passed and adopted this _____ day of September, 2016

Mayor

Attest:

Secretary of the Council

EXHIBIT A
WEED AND BRUSH REMOVAL

Property Address	Property ID No.	Amount Due on or Before 9/26/16	Amount Due Beginning 9/27/16
8500 2nd Ave S	03 027 24 43 0093	\$615.39	\$623.39
8037 13th Ave S	02 027 24 13 0027	\$190.11	\$198.11
3201 W 84th St	05 027 24 34 0090	\$181.66	\$189.66
2510 W 88th St	08 027 24 11 0074	\$359.70	\$367.70
140 W 93rd Street	10 027 24 34 0045	\$308.11	\$316.11
5164 W 95th St	18 027 24 22 0043	\$271.64	\$279.64
425 E 100th St	15 027 24 44 0011	\$915.55	\$923.55
430 E 102nd St	15 027 24 44 0051	\$678.10	\$686.10
3709 W 102nd St	20 027 24 22 0009	\$190.11	\$198.11
20 E 107th St	22 027 24 42 0007	\$570.33	\$578.33
8524 Aldrich Ave S	04 027 24 44 0036	\$881.76	\$889.76
5901 Auto Club Rd	05 115 21 44 0003	\$190.11	\$198.11
9117/9119 Blaisdell Ave S	10 027 24 31 0016	\$995.07	\$1,003.07
8946 Bryant Ave S	09 027 24 14 0064	\$253.40	\$261.40
8741 West Bush Lake Rd	19 116 21 12 0070	\$345.22	\$353.22
9020 West Bush Lake Rd	19 116 21 31 0084	\$435.33	\$443.33
9111 Columbus Ave S	11 027 24 32 0015	\$190.11	\$198.11
3021 Forest Crest Drive	05 027 24 31 0017	\$163.29	\$171.29
3121 Forest Crest Drive	05 027 24 31 0020	\$163.29	\$171.29
8200 Garfield Ave S	03 027 24 32 0001	\$252.73	\$260.73
510 Halsey Lane	10 027 24 23 0022	\$345.22	\$353.22
8300 Humboldt Ave S	04 027 24 31 0040	\$255.55	\$263.55
11109 Johnson Ave S	30 027 24 11 0063	\$346.43	\$354.43
9001 Lakeview Rd	20 116 21 32 0003	\$938.07	\$946.07
8313 Little Rd	06 027 24 42 0036	\$862.35	\$870.35
131 Mission Lane	22 027 24 13 0009	\$190.11	\$198.11
8500 Nicollet Ave S	03 027 24 34 0055	\$244.82	\$252.82
8633 Nicollet Ave S	10 027 24 12 0078	\$155.11	\$163.11
8930 Nicollet Ave S	10 027 24 24 0010	\$245.22	\$253.22
9917 Nicollet Ave S	15 027 24 42 0071	\$190.11	\$198.11
4608 Nine Mile Creek Pkwy	07 027 24 13 0007	\$208.35	\$216.35
1400 E Old Shakopee Rd	14 027 24 12 0003	\$200.17	\$208.17
5117 W Old Shakopee Rd	19 027 24 33 0024	\$219.61	\$227.61
4008 Overlook Dr	30 027 24 41 0017	\$155.11	\$163.11
10016 Pillsbury Ave S	15 027 24 34 0081	\$615.39	\$623.39
10100 Pillsbury Ave S	15 027 24 34 0031	\$91.18	\$99.18
8226 Portland Ave S	03 027 24 41 0062	\$190.11	\$198.11
9335 Russell Circle	08 027 24 44 0071	\$273.11	\$281.11
10724 Sheridan Ave S	20 027 24 41 0101	\$190.11	\$198.11

7683 South Bay Drive	30 116 21 13 0084	\$334.93	\$342.93
9213 Stevens Ave S	10 027 24 43 0044	\$226.58	\$234.58
9916 Stevens Ave S	15 027 24 42 0050	\$1,346.73	\$1,354.73
9634 Utica Rd	18 027 24 23 0101	\$391.48	\$399.48
8219 Wentworth Ave S	03 027 24 31 0047	\$190.11	\$198.11
8231 Washburn Ave S	05 027 24 42 0069	\$209.96	\$217.96
8272 York Ave S	05 027 24 31 0061	\$208.35	\$216.35

Request for Council Action

Originator Finance	Item Hearing: Delinquent Tree Removal Assessments
Agenda Section Other: Public Hearings	Date 9/26/2016

Description

A publicly advertised and noticed hearing on the matter of assessments of delinquent tree removal bills has been scheduled for this date and time. A listing of the properties being assessed is included with the agenda material.

An Administrative Hearing on the proposed assessments was held Wednesday, September 7, 2016.

Item created by: Sue LeGrand
Presenter: Lori Economy-Scholler

Requested Action

Upon conclusion of the hearing, the council is asked to consider the attached resolution certifying the assessment.

Attachments:

RESOLUTION
AFFIDAVIT OF PUBLICATION-NOTICE OF HEARING

AFFIDAVIT OF PUBLICATION

STATE OF MINNESOTA) ss
COUNTY OF HENNEPIN

Charlene Vold being duly sworn on an oath, states or affirms that he/she is the Publisher's Designated Agent of the newspaper(s) known as:

SC Bloomington

with the known office of issue being located in the county of:

HENNEPIN

with additional circulation in the counties of:
HENNEPIN

and has full knowledge of the facts stated below:

- (A) The newspaper has complied with all of the requirements constituting qualification as a qualified newspaper as provided by Minn. Stat. §331A.02.
- (B) This Public Notice was printed and published in said newspaper(s) once each week, for 1 successive week(s); the first insertion being on 08/11/2016 and the last insertion being on 08/11/2016.

MORTGAGE FORECLOSURE NOTICES
Pursuant to Minnesota Stat. §580.033 relating to the publication of mortgage foreclosure notices: The newspaper complies with the conditions described in §580.033, subd. 1, clause (1) or (2). If the newspaper's known office of issue is located in a county adjoining the county where the mortgaged premises or some part of the mortgaged premises described in the notice are located, a substantial portion of the newspaper's circulation is in the latter county.

By: Charlene Vold
Designated Agent

Subscribed and sworn to or affirmed before me on 08/11/2016 by Charlene Vold.

Darlene M MacPherson
Notary Public



Rate Information:

(1) Lowest classified rate paid by commercial users for comparable space:

\$34.45 per column inch

Ad ID 581967

CITY OF BLOOMINGTON (OFFICIAL PUBLICATION) NOTICE OF HEARING

ASSESSMENT FOR TREE REMOVAL COSTS

NOTICE is hereby given that a public hearing will be held by the City Council of the City of Bloomington at 1800 West Old Shakopee Road on September 26, 2016, at 7:15 o'clock p.m. to consider approval of the proposed assessment roll for charges assessed against the property upon which a condition was remedied by the trimming, treatment, or removal of trees or plants. The assessment is levied pursuant to the provisions of Chapter 18 of the City Code, as authorized by Minn. Stat. § 429.101 subd. 1(a)(6).

The Property Identification Numbers and Addresses of the parcels benefited and proposed to be assessed are as follows:

SITE ADDRESS	PROPERTY I.D. NO.	AMOUNT DUE ON OR BEFORE 08/26/16	AMOUNT DUE BEGINNING 09/27/16
9324 11th Ave So	11 027 24 34 0072	\$154.48	\$164.48
2924 W 87th St	08 027 24 12 0039	\$341.94	\$351.94
3708 W 104th St	20 027 24 22 0031	\$246.73	\$256.73
2411 W 110th St	29 027 24 11 0028	\$474.16	\$484.16
8825 Abbott Ave S	08 027 24 24 0071	\$128.73	\$138.73
10417 Alabama Circle	32 116 21 14 0064	\$2,343.44	\$2,353.44
8206 Aldrich Ave So	04 027 24 41 0076	\$2,170.78	\$2,180.78
8932 Aldrich Ave So	09 027 24 14 0076	\$1,283.85	\$1,293.85
9000 Bloomington Fwy	09 027 24 31 0021	\$160.91	\$170.91
8446 Bryant Ave S	04 027 24 44 0015	\$418.37	\$428.37
10532 Chowen Ave S	20 027 24 23 0067	\$922.57	\$932.57
8350 Irving Ave S	04 027 24 31 0094	\$2,370.78	\$2,380.78
70 Norman Ridge Dr	21 116 21 32 0001	\$86.55	\$106.55
144 Norman Ridge Dr	21 116 21 32 0037	\$718.74	\$728.74
9948 Pillsbury Ave S	15 027 24 31 0049	\$1,045.94	\$1,055.94
9634 Ulica Rd	18 027 24 23 0101	\$391.55	\$401.55
8900 Woodland Rd	21 116 21 24 0011	\$107.28	\$117.28
10630 Xerxes Ave S	20 027 24 31 0004	\$740.20	\$750.20

The property assessment roll, including the amounts proposed to be assessed are on file in the Office of the City Clerk of the City of Bloomington at 1800 West Old Shakopee Road and are open to public inspection. Objections, oral or written, will be considered by the City Council at said meeting. Adoption by the City Council of the proposed assessment may be taken at the Assessment Hearing.

Minn. Stat. Sec. 429.081 provides for certain rights of appeal. Bloomington City Code allows for partial prepayments of the total amount proposed to be assessed, however it does not allow for any deferment procedures. Further information on those rights or any other matter relevant to the proposed assessment may be obtained from the Accounts Receivable Division, Finance Department (952-563-4527).

Janet K Lewis
City Clerk

Published in the
Bloomington Sun Current
August 11, 2016
581967

RESOLUTION NO. 2016-_____

A RESOLUTION APPROVING ASSESSMENT OF TREE REMOVAL COSTS

WHEREAS, the City Council of the City of Bloomington is the official governing body of the City of Bloomington; and

WHEREAS, the City Council has the authority to assess unpaid civil fines pursuant to Minnesota Statutes § 429.101, Sections 12.14 and 12.15 of the Bloomington City Charter, and City Code Sections 1.19 and 1.20; and

WHEREAS, notice of hearing on a proposed assessment roll for tree removal costs on the properties identified on **Exhibit A**, which is attached hereto and incorporated herein, was published in the official newspaper of the City, and notice was mailed to all persons listed on the official records of Hennepin County as owners of the affected parcels or lots; and

WHEREAS, a public hearing, as noticed, was held September 7, 2016, where all interested parties were given an opportunity to object or otherwise comment on the proposed assessment roll; and

WHEREAS, no one appeared for the administrative hearing; and

WHEREAS, the City Council finds that the various parcels listed on the proposed assessment Roll (Exhibit A) did incur tree removal costs as appears on said assessment roll;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF BLOOMINGTON IN REGULAR MEETING ASSEMBLED THAT:

1. The assessment roll, a copy of which is on file in the office of the City Clerk, is hereby accepted and shall constitute the special assessments against the lands named therein.
2. The assessment for each parcel shall be payable in one annual installment, the first and only installment to be payable on or before the first Monday of January 2017, and shall bear interest at the rate of eight percent (8%) per annum from October 1, 2016, through December 31, 2017, plus a \$25 administrative fee added to their assessment.

3. The owner of any property so assessed may, at any time prior to certification of the assessment to the County Auditor on November 29, 2016, pay the whole assessment on such property with no interest accrual.

BE IT FURTHER RESOLVED that the City shall transmit a certified copy of the assessment roll to the County Auditor to be executed on the property tax lists of the County, and such assessments shall be collected and paid in the same manner as other municipal taxes.

Passed and adopted this ____ day of September, 2016

Mayor

Attest:

Secretary of the Council

EXHIBIT A
TREE REMOVAL COSTS

Property Address	Property ID No.	Amount Due on or Before 9/26/16	Amount Due Beginning 9/27/16
9324 11th Ave So	11 027 24 34 0072	\$154.48	\$154.48
2924 W 87th St	08 027 24 12 0039	\$341.94	\$341.94
3708 W 104th St	20 027 24 22 0031	\$246.73	\$246.73
2411 W 110th St	29 027 24 11 0028	\$474.16	\$474.16
8825 Abbott Ave S	08 027 24 24 0071	\$128.73	\$128.73
10417 Alabama Circle	32 116 21 14 0064	\$2,343.44	\$2,343.44
8206 Aldrich Ave So	04 027 24 41 0076	\$2,170.78	\$2,170.78
8932 Aldrich Ave So	09 027 24 14 0076	\$1,283.85	\$1,283.85
9000 Bloomington Fwy	09 027 24 31 0021	\$160.91	\$160.91
8446 Bryant Ave S	04 027 24 44 0015	\$418.37	\$418.37
10532 Chowen Ave S	20 027 24 23 0067	\$922.57	\$922.57
8350 Irving Ave S	04 027 24 31 0094	\$2,370.78	\$2,370.78
70 Norman Ridge Dr	21 116 21 32 0001	\$96.55	\$96.55
144 Norman Ridge Dr	21 116 21 32 0037	\$718.74	\$718.74
9948 Pillsbury Ave S	15 027 24 31 0049	\$1,045.94	\$1,045.94
9634 Utica Rd	18 027 24 23 0101	\$391.55	\$391.55
8900 Woodland Rd	21 116 21 24 0011	\$107.28	\$107.28
10630 Xerxes Ave S	20 027 24 31 0004	\$740.20	\$740.20

Request for Council Action

Originator Engineering	Item Property Assessment Clean Energy (PACE) agreement and assessment approval
Agenda Section Public Hearing Other	Date 9/26/2016

Description

A public hearing has been scheduled for this evening to consider the Property Assessed Clean Energy (PACE) special assessment for the properties at 2901 and 3001 Metro Drive.

The Saint Paul Port Authority, who manages the PACE program, has requested a continuance because the property owner does not have everything in place to be ready for Council action tonight.

Item created by: Jen Desrude, Engineering
Presenter (if needed): Shelly Hanson, Engineering

Requested Action

Staff requests continuance of this item until October 3, 2016.

Attachments:



Request for Council Action

Originator City Manager	Item City Council Policy and Issue Update
Agenda Section Organizational	Date 9/26/2016

Description

1. Updates to Council by the City Manager
2. Council Issue Identification

Item created by: City Manager
Presenter: City Manager

Requested Action

Attachments:

Request for Council Action

Originator Creative Placemaking	Item Creative Placemaking Commission Nominations
Agenda Section Organizational	Date 9/26/2016

Description

Appointed by the City Council and Artistry Board, the Creative Placemaking Commission advises the City Council on using arts, design, culture and creativity to help accomplish the City's goals for change, growth and transformation of the South Loop District in a way that also builds character and quality of place in Bloomington.

The Commission was established in [Section 2.98.30 of the City Code](#) in November, 2015. The call for applicants was promoted beginning in July 2016, with a deadline of August 31, 2016. We received 24 applications, three (3) of the nine (9) positions were appointed by our partner Artistry, which leaves the Council to appoint the remaining 6.

Item created by: Alejandra Pelinka, Elizabeth Tolzmann

Presenter: Alejandra Pelinka, Creative Placemaking and Engagement Director

Requested Action

Place all applicants into nomination for interview process in October 2016 and determine an interview date. Appointments will be made at a regular Council meeting in November 2016.

Attachments:

Memo

Creative Placemaking Applicant List.docx

Creative Placemaking Applications

Creative Placemaking Artistry Appointed



MEMORANDUM

DATE: December 6, 2013

TO: Mayor, Councilmembers, and City Manager

FROM: Alejandra Pelinka, Creative Placemaking and Engagement Director

RE: Creative Placemaking Commission, Background/Information Memo for City Council

Creative Placemaking Commission will consist of 9 total Commissioners. At least 5 (total of those Council appoints and Artistry appoints) must be Bloomington residents, four being non-residents.

Three have been appointed by our partner Artistry they are:

- 3 Commissioners have been appointed by Artistry, one of which is not a Bloomington resident:
 - Mark Adkins - Resident
 - MaryAnn London - Resident
 - Erik Pearson – Non-resident

24 applications were received. City Council must appoint 6 commissioners. At least 3 must be Bloomington residents.

- 3 of the Commission members will be appointed for a one-year term;
- 3 of the Commission members will be appointed for two-year terms;
- 3 of the Commission members will be appointed for three-year terms.

Desired backgrounds and qualifications to consider:

- Bloomington stakeholders (specifically with a connection to the South Loop) – residents, representation from South Loop businesses or organizations.
- Diversity – racial, cultural, gender, age
- Background in or interest in the following:
 - Creative Placemaking
 - The arts/public art
 - Urban planning
 - Diversity and inclusion
 - Community engagement/outreach

- Landscape design, architecture
- Sustainability
- An Artist or Creative

Background Information:

Mission Statement And Duties

Appointed by the City Council and Artistry Board, the Creative Placemaking Commission advises the City Council on using arts, design, culture and creativity to help accomplish the City's goals for change, growth and transformation of the South Loop District in a way that also builds character and quality of place in Bloomington. In the future, the Council intends to extend creative placemaking to all of Bloomington.

The Creative Placemaking Commission shall:

- Establish strategies and approve work plans for Bloomington's creative placemaking initiatives;
- Promote and market placemaking activities in the City of Bloomington to residents, visitors, employers, developers, and the media;
- Adopt criteria and processes for making decisions about the use of resources and selection of placemaking projects;
- Cultivate relationships with project hosts and placemaking partner organizations;
- Review placemaking proposals and make recommendations;
- Submit written annual work plans and progress reports to the City Council and Artistry Board of Directors.

The Commission is established in [Section 2.98.30 of the City Code](#).

Members

The Creative Placemaking Commission consists of nine members, six members appointed by the City Council and three members appointed by the Artistry Board of Directors.

- At least five of the nine members shall be residents of Bloomington.
- Members may also be City Council members, Artistry Board members, City staff or Artistry staff.
- For the initial appointments in 2016, three of the Commission members will be appointed for a one-year term; three of the Commission members will be appointed for two-year terms and three of the Commission members will be appointed for three-year terms. After the first round of appointments, terms will be three years.
- Artists are welcome to apply, but should note that any individuals serving on the Commission will not be eligible to apply for placemaking projects.
- Meeting date and time will be established by appointed Commissioners by majority vote.
- Bloomington's Director of Placemaking and Engagement will provide staff support to the Commission.

[Creative Placemaking Plan](#)

[South Loop Creative Placemaking Plan](#)

Request for Council Action

Originator Finance	Item Resolution Adopting 2017 Internal Service Fund Budgets
Agenda Section Organizational Business	Date 9/26/2016
Description	

The City Council is asked to consider and approve a Resolution establishing the 2017 Internal Service Fund budgets for Fleet Maintenance, Public Safety Radio, Self-Insurance, Insured Benefits, Accrued Benefits, Support Services, Information Systems, and Facilities and Parks Maintenance.

Per the Council direction at the Study Session on September 19, 2016 the Fleet Budget for 2017 has had three changes:

- 1) The Working Capital Goal for Fire Small Equipment has been updated,
- 2) 2017 Departmental Charges were reduced by \$300,000 (which has a 60% impact on the General Fund \$180,000) and
- 3) Conceptual 2018 Department Charges were reduced by \$200,000 (which has a 60% impact on the General Fund \$120,000).

A worksheet outlining these changes is attached.

Item created by: Finance

Presenter: Cindy Rollins, Budget Manager

Requested Action

Adopt a resolution for the 2017 Internal Service Fund budgets.

Council is also asked for conceptual approval of the 2018 Internal Service Fund Budgets.

Attachments:

RESOLUTION
PROPOSED INTERNAL SERVICE FUND BUDGETS
COUNCIL CHANGES TO FLEET FUND COMPARISON

RESOLUTION NO. 2016 -

**RESOLUTION ADOPTING 2017
FLEET MAINTENANCE, PUBLIC SAFETY RADIO, SELF-INSURANCE, INSURED
BENEFITS, ACCRUED BENEFITS, SUPPORT SERVICES, INFORMATION
SYSTEMS, AND FACILITIES AND PARK MAINTENANCE INTERNAL SERVICE
FUND BUDGETS**

WHEREAS, the City Council of the City of Bloomington is the official governing body of the City of Bloomington; and

WHEREAS, it is the practice of the Bloomington City Council to formally adopt budgets of the general, special revenue, internal service and enterprise funds; and

WHEREAS, the City Council p adopts budgets pursuant to Section 7.06 of the City Charter for the City of Bloomington, and on a basis consistent with generally accepted accounting principles; and

WHEREAS, these budgets are constructed to meet their working capital goals; and

WHEREAS, the Finance representatives have presented the City Manager's proposed Fleet Maintenance, Public Safety Radio, Self-Insurance, Insured Benefits, Accrued Benefits, Support Services, Information Systems, and Facilities and Parks Maintenance Internal Service Fund Budgets for the fiscal year commencing January 1, 2017.

NOW, THEREFORE, BE IT HEREBY RESOLVED BY THE CITY COUNCIL OF THE CITY OF BLOOMINGTON, MINNESOTA, that a 2017 budget for Fund 7100 - Fleet Maintenance is hereby approved as follows:

TOTAL REVENUES	\$ 7,302,642
----------------	--------------

TOTAL EXPENSES	\$ 7,824,697
----------------	--------------

BE IT FURTHER RESOLVED, that a 2017 budget for Fund 7200 - Public Safety Radio Fund is hereby approved as follows:

TOTAL REVENUES	\$ 683,607
----------------	------------

TOTAL EXPENSES	\$1,123,599
----------------	-------------

BE IT FURTHER RESOLVED, that a 2017 budget for Fund 7300 – Self-Insurance is hereby approved as follows:

TOTAL REVENUES	\$ 2,293,833
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TOTAL EXPENSES	\$ 2,226,036
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BE IT FURTHER RESOLVED, that a 2017 budget for Fund 7400 - Insured Benefits is hereby approved as follows:

TOTAL REVENUES	\$ 8,975,363
----------------	--------------

TOTAL EXPENSES	\$ 9,217,351
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BE IT FURTHER RESOLVED, that a 2017 budget for Fund 7450 - Accrued Benefits is hereby approved as follows:

TOTAL REVENUES	\$ 2,304,303
----------------	--------------

TOTAL EXPENSES	\$ 1,873,738
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BE IT FURTHER RESOLVED, that a 2017 budget for Fund 7500 - Support Services is hereby approved as follows:

TOTAL REVENUES	\$ 498,047
----------------	------------

TOTAL EXPENSES	\$ 510,280
----------------	------------

BE IT FURTHER RESOLVED, that a 2017 budget for Fund 7600 - Information Systems is hereby approved as follows:

TOTAL REVENUES	\$ 4,960,370
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TOTAL EXPENSES	\$ 5,477,274
----------------	--------------

BE IT FURTHER RESOLVED, that a 2017 budget for Fund 7700 - Facility Parks and Maintenance Fund is hereby approved as follows:

TOTAL REVENUES	\$ 16,199,433
----------------	---------------

TOTAL EXPENSES	\$ 16,298,701
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Passed and adopted this 26th day of September, 2016.

Mayor

Attest:

Secretary to the Council

2017-2018

PROPOSED BUDGETS

Internal Service Funds

- **7100 - Fleet Maintenance**
- **7200 - Public Safety Radio**
- **7300 - Self-Insurance**
- **7400 - Insured Benefits**
- **7450 - Accrued Benefits**
- **7500 - Support Services**
- **7600 - Information Systems**
- **7700 - Facilities & Park
Maintenance**



September 26, 2016

2017-2018 PROPOSED BUDGETS

INTERNAL SERVICE FUNDS

Fund 7100 Fleet Maintenance

Fund 7100, Fleet Maintenance

This fund accounts for costs related to the operation, maintenance, repair and replacement of City vehicles, equipment, and the City warehouse. It consists of five activities: Fleet Operations & Maintenance (including Central Supplies), Fleet Replacement, Fire Equipment Replacement, Fire Small Equipment Replacement and Police Small Equipment Replacement. User departments within the City are charged for their use of City vehicles and equipment. A portion of these fees fund operations, while another portion goes toward replacement costs. The user charges for operations and replacement were realigned in the fifteen-year model to better meet the working capital goals on a long-term basis. Fees are also assessed for ordering and receiving supplies from the City warehouse. Any new equipment or non-stocked supplies are generally funded through additional departmental expenses or from transfer of funds if the purchase is for an enterprise operation.

	2015 Actual	2016 Budget	2016 Estimate	2017 Proposed	2018 Conceptual
Total Revenue	\$6,936,459	\$7,882,353	\$7,893,500	\$7,302,642	\$8,474,648
Total Expenses	\$6,508,123	\$9,446,018	\$7,967,000	\$7,824,697	\$8,664,914
Working Capital	\$5,866,599	\$4,302,935	\$5,793,099	\$5,271,044	\$5,080,778
WC Goal	\$3,006,692	\$3,755,632	\$3,920,065	\$4,498,898	\$4,507,399

Operations & Maintenance (765601)

This activity accounts for vehicle operating costs including fuel, insurance and repairs. City departments are charged fees based on their usage of vehicles and heavy equipment. Central Supplies controls and accounts for inventory for the central garage and its substantial parts inventory, the water and wastewater utilities, and central office supplies.

Fees

Equipment users are charged a standard rate fee that is based on the type of equipment being used. This fee is designed to cover all operating and maintenance costs as well as replacement costs. Operations and Maintenance (O&M) receives 64% of the fee in 2017 with the remaining 36% allocated to Replacement. The percentage allocated to O&M usually fluctuates between 64% and 75% with the remaining portion going to the Replacement activity. The primary driver behind setting the split is cost for fuel, followed by the costs for equipment purchases. Total fees for Operations & Maintenance and Replacement are \$6,062,942 for 2017, a decrease of \$494,000 from 2016. Fees for 2018 are \$7,042,848.

Revenue

Total revenue for Operations is proposed to be \$3,935,378 in 2017. 2017 charges to other departments total \$3,880,283 and inventory surcharges are \$38,400.

activity in an internal service fund allows for funding that is flatter than budgeting for spikes and valleys in purchases. Initial funding for this activity was provided through the General Fund and the Fire Equipment Replacement Activity.

Revenues

Proposed revenue for 2017 is \$356,884 which includes departmental charges of \$350,000 and interest earnings. Budgeted revenues for 2018 are \$508,236 which include \$500,000 of departmental charges and interest earnings.

Expenses

Expenses for 2017 are proposed to be \$143,400. Budgeted expenses for 2017 are to purchase air bags, defibrillators, hazmat detection gear and technical rescue gear. Expenses for 2018 are \$862,000 which includes self-contained breathing units which are required to be replaced every 15 years and other safety gear (see attached listing).

Working Capital

2016 should end the year with working capital of \$340,217. The working capital balance budgeted for 2017 is \$553,701 and for 2018 is \$199,937. The working capital goal for this fund in 2017 is \$606,884 and for 2018 is \$508,236 which is equivalent to one year's revenues. Working capital is building up in this activity to fund replacement of self-contained breathing apparatus in 2018.

Police Small Equipment Replacement (765604)

This activity provides funding for the replacement of small equipment for the Police Department. The on-going funding mechanism for this is from the General Fund – Patrol (Activity 145201).

Revenues

Proposed 2017 revenues are \$50,967. Budgeted revenues for 2018 are \$75,654.

Expenses

Proposed expenses for 2017 are \$75,555, mostly for the purchase of body cameras or squad car cameras. Budgeted expenses for 2018 are \$86,014 to purchase radar units, service weapons and body and squad car cameras (see attached listing).

Working Capital

The 2016 working capital balance is projected to be \$68,556. The working capital balance budgeted for 2017 is \$43,967 and for 2018 is \$33,608. The working capital goal for this fund in 2017 is \$86,014 and in 2018 is \$100,163.

Recommendation:

Staff recommends approval of the 2017 City Manager's Recommended Budget and conceptual approval of the 2018 budget. Staff also recommends Council approval of the 2017 Equipment Replacement, Fire Equipment Replacement, Fire Small Equipment Replacement and Police Small Equipment Replacement schedules.

**CITY OF BLOOMINGTON
EQUIPMENT AND SUPPLIES - FUND 7100**

CITY OF BLOOMINGTON	2015	2016	2017	2018
DESCRIPTION	ACTUAL	BUDGET	ESTIMATE	PROPOSED
Total Operations & Replacement Charges	5,929,800	6,557,220	6,711,000	6,062,942
OPERATIONS & MAINTENANCE (765601)				
REVENUES				77%
CHARGES TO DEPARTMENTS	4,447,356	5,049,059	5,049,059	3,880,283
MOTOR POOL RENTAL CHARGES	0	69,195	69,195	0
INTEREST EARNINGS	8,454	7,251	7,251	16,695
OTHER REVENUE	172,359	154,380	140,000	38,400
TRANSFERS IN - FROM OPERATIONS	0	0	0	0
TOTAL REVENUES	4,628,169	5,279,885	5,265,250	3,935,378
EXPENDITURES				
WAGES & BENEFITS	1,288,084	1,359,853	1,297,300	1,409,814
MATERIALS & SUPPLIES	2,735,103	3,489,129	3,615,129	3,625,928
CAPITAL	26,984	521,427	521,427	220,000
TOTAL EXPENDITURES	4,050,171	5,370,409	5,433,856	5,255,742
GAIN (LOSS)	577,999	(90,524)	(168,606)	(1,320,364)
TRANSFER WORKING CAPITAL				
WORKING CAPITAL BALANCE	1,262,432	1,171,908	1,045,908	1,156,878
WORKING CAPITAL GOAL	571,002	621,000	571,000	523,000
EQUIPMENT REPLACEMENT (765602)				
REVENUES				
CHARGES TO DEPARTMENTS	1,482,444	1,508,161	1,508,161	2,182,659
INTEREST EARNINGS	15,586	19,320	19,320	28,358
OTHER REV - FED GRANT	30,386	0	0	0
OTHER REV - TRANS IN	18,098	43,857	43,857	90,000
SALE OF EQUIPMENT	94,646	140,000	140,000	100,000
TOTAL REVENUES	1,641,160	1,711,338	1,731,338	2,401,017
EXPENDITURES				
MATERIALS & SUPPLIES				
CAPITAL	1,583,506	2,051,357	2,051,357	2,125,000
TRANSFER TO FACILITIES FUND	0	0	0	0
TRANSFER TO OPER. & MAINT.	0	0	0	0
TOTAL EXPENDITURES	1,583,506	2,051,357	2,051,357	2,125,000
GAIN (LOSS)	57,654	(340,019)	(320,019)	(723,983)
TRANSFER WORKING CAPITAL				
WORKING CAPITAL BALANCE	2,330,608	1,990,589	1,990,589	2,593,785
WORKING CAPITAL GOAL	1,482,000	1,508,000	1,662,000	2,183,000
FIRE EQMENT REPLACEMENT (765603)				
REVENUES				
CHARGES TO DEPARTMENTS	300,000	450,000	450,000	550,000
INTEREST EARNINGS	11,755	9,611	9,611	8,396
SALE OF EQUIPMENT/ OTHER	0	0	0	0
TOTAL REVENUES	311,755	459,611	459,611	558,396
EXPENDITURES				
MATERIALS & SUPPLIES	0	562	563	0
CAPITAL	698,104	1,840,000	1,840,000	225,000
TOTAL EXPENDITURES	698,104	1,840,562	1,840,563	225,000
GAIN (LOSS)	(386,349)	(1,380,951)	(1,380,952)	(666,604)
WORKING CAPITAL BALANCE	1,970,276	589,326	589,324	922,712
WORKING CAPITAL GOAL	600,000	900,000	900,000	1,100,000
FIRE SMALL EQUIPMENT (765605)				
REVENUES				
CHARGES TO DEPARTMENTS 101-4703	330,000	400,000	400,000	350,000
INTEREST EARNINGS	-	1,077	1,078	6,884
TRANSFER IN	-	-	-	-
TOTAL REVENUES	330,000	401,077	401,078	356,884
EXPENDITURES				
MATERIALS & SUPPLIES	136,551	160,000	453,000	143,400
CAPITAL	0	0	0	0
TOTAL EXPENDITURES	136,551	160,000	453,000	143,400
GAIN (LOSS)	193,449	241,077	(51,922)	213,484
WORKING CAPITAL BALANCE	242,167	483,244	190,245	553,701
WORKING CAPITAL GOAL	330,000	651,077	651,078	606,884
POLICE SMALL EQUIPMENT (765604)				
REVENUES				
CHARGES TO DEPARTMENTS 101-4201	25,000	30,000	30,000	50,000
INTEREST EARNINGS	375	442	442	967
OTHER REVENUE	0	0	0	0
TOTAL REVENUES	25,375	30,442	30,442	50,967
EXPENDITURES				
MATERIALS & SUPPLIES	39,791	23,690	23,690	75,555
CAPITAL	0	0	0	0
TOTAL EXPENDITURES	39,791	23,690	23,690	75,555
GAIN (LOSS)	(14,416)	6,752	6,752	(24,589)
WORKING CAPITAL BALANCE	61,116	67,868	67,868	43,967
WORKING CAPITAL GOAL	23,690	75,555	86,014	86,014
TOTAL WORKING CAPITAL	5,866,599	4,302,935	3,883,934	5,271,044
WORKING CAPITAL GOAL:				
Inventory replacement				
Operations (1 months Oper. Charges)	371,000	421,000	421,000	323,000
Fuel contingency	200,002	200,000	200,001	200,000
Equip replacement (1 yr charges)	1,482,000	1,508,000	1,508,000	2,183,000
Fire replacement (2 yr charges)	600,000	900,000	900,000	1,100,000
Fire small eqmt (next yr purchases)	330,000	651,077	651,078	606,884
Police small eqmt (next yr purchases)	23,690	75,555	86,014	86,014
TOTAL WC GOAL	3,006,692	3,756,632	3,766,094	4,498,898
WC Excess/(Deficiency)	2,859,908	547,302	117,841	772,146

Total Fund Revenues	6,936,459	7,882,353	7,882,354	7,893,500	7,302,642	8,474,648
Total Fund Expenditures	6,508,123	9,446,018	9,865,019	7,967,000	7,824,697	8,664,914
Fund gain (loss)	428,337	(1,563,665)	(1,982,665)	(73,500)	(522,055)	(190,266)

Anticipated Budget
Variance to Anticipated Budget

2017
\$2,125,000
\$0

	2017
Total by Year (All Inclusive)	\$2,125,000
Total by Year (before squad and discretionary)	\$1,713,611
Estimated Squad Count	11
Estimated Squad Expense	\$330,000
Discretionary Expense	\$81,389

FLEET POINTS REPLACEMENT

						\$1,713,611
Unit #	Year	Make	Model	Dept.	Total points	Propose to Replace in 2017
155	1992	ISUZU	NPR	Util	45	\$118,450
1515	1992	PB	B-4SM	Streets	41	\$53,045
82	2002	STERLING	LT9511	Streets	38	\$272,950
698	1999	TORO	30788	Parks	36	\$21,218
1146	2006	JOHN DEERE	3720	Parks	36	\$42,436
31	1995	BOMAG	BW120AD-2	Streets	35	\$41,524
157	2006	FREIGHTLINER	M2-106	Util	35	\$222,789
915	1992	GMC	G3500	Police	35	\$49,440
88	2004	STERLING	LT9511	Streets	34	\$272,950
970	1999	CHEVROLET	G20 VAN	Pool	33	\$39,140
679	2004	TORO	74252	Parks	33	\$13,659
3	2002	CATERPILLAR	248	Streets	33	\$84,872
1273	2005	VERMEER	BC1400 XL	Parks	33	\$37,132
623	1999	JOHN DEERE	6310	Parks	33	\$77,250
690	2004	TORO	74252	Parks	33	\$11,330
666	2005	TORO	74252	Parks	32	\$11,330
49	2005	FORD	F350	Streets	32	\$49,862
646	2005	DODGE	RAM 1500	Parks	26	\$24,401
132	2006	FORD	E450	Util	25	\$252,350
454	2007	FORD	TAURUS	Env. Hlth	21	\$17,484

CITY OF BLOOMINGTON
FIRE CAPITAL REPLACEMENT SCHEDULE
2017

UNIT #	TYPE	YEAR IN SERVICE	YEAR OF REPLACE	YEARS TO REPLACE	REPLACE- MENT COST	ASSIGNED	MILEAGE	MAKE	MODEL
536	LADDER	1986	2006	0		Ladder 6	41380	Seagraves	
1952	BOAT	1994	2014	-2	\$ 20,000.0	Boat 3		ZODIAC	Visage
518	CHIEF	2008	2015	0	\$ 45,000.00	SPARE	13716	FORD	EXPEDITION
528	RESCUE	1998	2015	0	\$ 400,000.00	RESCUE 1	21574	FREIGHTLINER	AIR/RESCUE
	BOAT	1976	2016	0	\$ 20,000.00	BOAT 6		CADILLAC	
547	LADDER	1996	2016	0	\$ 800,000.00	LADDER 2	31600	LTi	AERIAL
529	BRUSH	2001	2017	1	\$ 45,000.00	BRUSH 2	4946	CHEVROLET	CK 3500
530	BRUSH	2001	2017	1	\$ 45,000.00	BRUSH 4	4485	CHEVROLET	CK 3500
521	CHIEF	2010	2017	1	\$ 45,000.00	CHIEF 7	25000	FORD	EXPEDITION
520	CHIEF	2010	2017	1	\$ 45,000.00	CHIEF 5	12000	FORD	EXPEDITION
519	CHIEF	2009	2017	0	\$ 45,000.00	FM 5	40000	CHEVROLET	TAHOE
560	ATV	1999	2018	2	\$ 15,000.00	ATV 3	84 hours	POLARIS	RANGER
1977	BOAT	2006	2018	2	\$ 20,000.00	BOAT 5		ZODIAC	MK2 GR
526	BRUSH	2004	2019	3	\$ 45,000.00	BRUSH 5	3330	FORD	F 350
545	LADDER	1999	2019	3	\$ 850,000.00	LADDER 5	18777	AI	AERIAL
523	CHIEF	2013	2020	4	\$ 45,000.00	CHIEF 1		FORD	EXPEDITION
524	CHIEF	2013	2020	4	\$ 45,000.00	CHIEF 2		FORD	EXPEDITION
525	CHIEF	2013	2020	4	\$ 45,000.00	CHIEF 4		FORD	EXPEDITION
527	UTILITY	2013	2020	4	\$ 45,000.00	UTILITY 1	11892	FORD	F350
532	CHIEF	2014	2021	6	\$ 45,000.00	CHIEF 6		FORD	EXPEDITION
511	ENGINE	2001	2021	5	\$ 400,000.00	ENGINE 33	30690	FREIGHTLINER	2000 GPM
512	ENGINE	2001	2021	5	\$ 400,000.00	ENGINE 11	39250	FREIGHTLINER	2000 GPM
510	ENGINE	2001	2021	5	\$ 400,000.00	ENGINE 55	46306	FREIGHTLINER	2000 GPM
522	LADDER	2001	2021	5	\$ 1,000,000.00	LADDER 1	30218	LTi	PLATFORM
561	SNOWMO	2012	2022	6	\$ 15,000.00	SNOW 1		POLARIS	IQ-LXT
538	CHIEF	2015	2022	6	\$ 55,000.00	CHIEF 3		FORD	EXPEDITION
539	CHIEF	2015	2022	6	\$ 55,000.00	FM 2		FORD	EXPEDITION
565	ATV	2013	2023	7	\$ 15,000.00	ATV 1		POLARIS	
571	FM	2015	2023	7	\$ 45,000.00	FM 3		FORD	EXPLORER
572	FM	2015	2023	7	\$ 45,000.00	FM 4		FORD	EXPLORER
509	LADDER	2003	2023	7	\$ 1,000,000.00	LADDER 3	17404	GENERAL/Spartan	PLATFORM
562	SNOWMO	2013	2023	7	\$ 15,000.00	SNOW 2		POLARIS	
	Inspector	2016	2023	7	\$ 40,000.00	FM 5		FORD	EXPLORER
	ATV	2014	2024	8	\$ 15,000.00	ATV 2		POLARIS	
	BOAT	2014	2024	8	\$ 25,000.00	BOAT 1		AB	
503	ENGINE	2009	2024	8	\$ 450,000.00	ENGINE 1	29841	FREIGHTLINER	2000 GPM
502	ENGINE	2009	2024	8	\$ 450,000.00	ENGINE 6	25593	FREIGHTLINER	2000 GPM
552	BRUSH	2011	2026	10	\$ 45,000.00	BRUSH 1	2867	FORD	F-350
551	BRUSH	2011	2026	10	\$ 45,000.00	BRUSH 3	2099	FORD	F-350
501	HAZMAT	2008	2028	12	\$ 500,000.00	HAZMAT TRUCK	3507	PIERCE	HAZMAT
514	LADDER	2008	2028	12	\$ 1,000,000.00	LADDER 4	19615	GENERAL/Spartan	AERIAL
513	ENGINE	2013	2028	12	\$ 450,000.00	ENGINE 2	6481	ROSENBAUR-GEN	2000 GPM
531	BRUSH	2014	2029	13	\$ 45,000.0	Brush 6	458		
573	ENGINE	2016	2031	15	\$ 450,000.00	ENGINE 3		FREIGHTLINER	2000 GPM
574	ENGINE	2016	2031	15	\$ 450,000.00	ENGINE 4		FREIGHTLINER	2000 GPM
575	ENGINE	2016	2031	15	\$ 450,000.00	ENGINE 5		FREIGHTLINER	2000 GPM

Annual Cost

2015	\$ 445,000
2016	\$ 1,840,000
2017	\$ 225,000
2018	\$ 35,000
2019	\$ 895,000
2020	\$ 180,000
2021	\$ 2,245,000
2022	\$ 15,000
2023	\$ 215,000
2024	\$ 1,070,000
2026	\$ 475,000
2027	-
2028	\$ 495,000
2029	\$ 45,000
2031	\$ -
2033	\$ 500,000

FIRE SMALL EQUIPMENT SCHEDULE
ORG 765605

Item	2015	2016	2017	2018
SCBA Replacement (2016-2018)				\$750,000.00
Thermal Imagers	\$15,000.00			
Chain Saws (kits)	\$4,400.00	\$4,400.00	\$4,400.00	
Hurst - Spreader	\$7,850.00	\$7,850.00		
Hurst - Cutter	\$5,150.00	\$5,150.00		
Hurst - Hose sets	\$1,440.00	\$1,500.00		
K12 Saws	\$3,000.00		\$3,000.00	
Wild Fire PPE	\$18,750.00	\$8,000.00	\$8,000.00	
4-Gas Meters	\$6,000.00	\$6,000.00	\$6,000.00	
Skid for ATV's	\$8,000.00			
Floto pump	\$5,000.00			
Air Bags HP		\$24,000.00		
Air Bags LP		\$10,000.00		
Vehicle Rescue Struts			\$10,000.00	
Portable Radios (25) ea			\$27,000.00	\$27,000.00
Hurst Power Units (ea)	\$8,500.00	\$17,000.00		
Duodotes			\$10,000.00	\$10,000.00
Station 1 AV Upgrade	\$67,000.00			
AED Trainers	\$2,000.00			
AEDs (ea)	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00
Hazmat Detection	\$30,000.00	\$10,000.00	\$10,000.00	\$10,000.00
Tech Rescue Equipment	\$10,000.00	\$11,100.00	\$10,000.00	\$10,000.00
Turnout Gear -		\$35,000.00	\$25,000.00	\$25,000.00
Fire Hose	\$33,000.00	\$15,000.00	\$25,000.00	\$25,000.00
Nozzles	\$21,000.00			
	\$251,090.00	\$160,000.00	\$143,400.00	\$862,000.00

CITY OF BLOOMINGTON

POLICE SMALL EQUIPMENT DEPARTMENT 765604

CAPITAL PURCHASES 2014-2023

0.01

Item	2016	2017	2018	2019	2020	2021	2022	2023	2024	2025	2026	Explanation
Laser's	5,509	5,564	5,619	5,675	5,732	5,790	5,847	5,906	5,965	6,025	6,085	Replace 2 units per year on average, 32 units, \$1,700 each
AR-15's	0	0	8,181	8,263	8,345	8,429	8,513	8,598	8,684	8,771	8,859	AR Replacements begin in 2017, 9 per year, \$900 each, 45 guns
SWAT Rifles	0	0	0	0	0	0	0	0	0	39,600	0	18 Rifles at \$2,000 each-10 year replacement
Shotguns	0	0	9,292	9,292	0	0	0	0	0	0	0	Shotgun Replacement in 2017 and 2018, \$400 each, 46 guns
SWAT Helmets	0	0	0	8,000	0	0	0	0	8,400	0	0	5 yr schedule, \$369 each, 21 helmets
Defibs	0	0	0	0	0	0	0	0	49,500	0	0	40 units at \$1,125 each, replace in 2024
Smart Devices	0	6,594	0	0	6,792	0	0	6,996	0	0	7,205	32 devices, replace every 3 years/camera/recorder/phone
PBT's	1,836	1,855	1,873	1,892	1,911	1,930	1,949	1,969	1,988	2,008	2,028	Replace 3 per year, \$600 each, 35 units
Radar Units	5,646	5,702	5,759	5,817	5,875	5,934	5,993	6,053	6,114	6,175	6,237	\$2,795 each, 32 units replace 2 per year on average
Tasers	9,487	4,791	4,839	9,774	9,872	9,971	10,071	10,171	10,273	10,376	10,479	10 yr schedule 93 units, \$1,000 each
Tac Vests	0	0	0	45,000	0	0	0	0	47,250	0	0	5 yr schedule \$2,500 each, 18 vests
Speed Trailers	0	0	0	6,000	6,060	0	0	0	0	0	0	15 yr schedule, \$6,000 each, replace in 2019 and 2020
Glocks	1,212	450	450	450	3,750	3,788	3,825	3,864	3,902	3,941	3,981	10 year schedule, \$150 per gun after trade-in, 123 guns
Body/Squad Can	0	60,600	60,000	0	0	0	0	0	0	0	0	\$5,000 per unit each, 32 cameras
Annual Cost	23,690	85,555	96,014	100,163	48,337	35,841	36,199	43,556	142,077	76,896	44,874	



September 26, 2016

**2017-2018
PROPOSED
BUDGETS
INTERNAL SERVICE
FUNDS

Fund 7200
Public Safety Radio
Fund**

Fund 7200, Public Safety Radio

The Public Safety Radio Fund is the Internal Service Fund that supports the operations and replacement costs of the Public Safety Motorola 800MHz system in conjunction with the Metro Radio Board (MRB). Under this system, the MRB is responsible for replacement of the backbone.

The Radio Fund operates within three activities: "Radio Replacement and Operations", which supports the Motorola 800 *Megahertz* radio system; "Mobile Data Computers (MDC's)", which accounts for the maintenance and purchase of computers in Police and Fire vehicles; and "Fiber Optics", which covers the City's master plan for a Citywide Fiber Optic network.

One of the purposes of this fund is to accrue fund balance over time for large replacement purchases of radios and MDC's in the future. This fund has been building up fund balance for major purchases in 2016 and 2017. Portable radios need to be replaced approximately every eight years and mobile radios need to be replaced approximately every ten years. MDC's need to be replaced every four years.

"Radio Replacement & Operations" and "Mobile Data Computers (MDC's)"

Revenues

The "Radio Replacement and Operations" activities are funded through charges to Police, Fire, Public Works, and Public Health. MDC's are funded through charges to just Police and Fire. Charges for operations and future replacements are based on the number of radios and MDC's in each activity. Revenues from charges to departments for 2016 are \$471,690 for radios and \$141,910 for MDC's. Charges to departments for radios are budgeted at \$495,276 for 2017 and \$520,037 for 2018. Charges to departments for MDC's are budgeted at \$183,331 for 2017 and \$188,831 for 2018.

Expenses

Expenses for "Radio Replacement and Operations" and "MDC's" for 2016 are projected to be \$1,073,520. This includes \$755,695 for the replacement of radios and Fire MDC's. Requested budgeted expenses for 2017 are \$1,083,599 which include purchases of new Police radios, Fire radios, and Police MDC's of \$597,592. Requested budgeted expenses for 2018 are \$606,944 which include purchases of new Police radios of \$194,392. There is a budgeted transfer of \$180,000 to the E-911 Special Revenue fund in 2017 for a necessary update to the 911 Viper phone system. This money will be fully transferred back to the Radio fund by 2023.

"Fiber Optics"

The fiber optics plan was developed in 2008. It included constructing fiber optics routes to all key City facilities and to LOGIS. It was estimated to cost \$3.2 million to complete construction of all routes. At that time, the decision was made to set aside a certain amount of dollars annually to work towards completing construction of priority routes. The following budgets have contributed to fiber construction: Police Forfeiture & Seizure, Communications, Information Systems, and Public Works. Routes to Fire Station 1, LOGIS, Valley View Pool, Valley View Field House, Mall of America, Fire Station 3, Bloomington Ice Garden, and the Water Treatment Plant are complete. \$60,430 will be spent in 2016 for an expansion of the Metropolitan Area Fiber Optic network. \$40,000 is budgeted in 2017 for Public Works traffic conduit at American Boulevard. An additional \$40,000 is budgeted in 2018 for fiber from American Boulevard to the microwave tower on Nicollet. The remaining budgeted fund balance will remain for smaller projects that may arise. Staff will continue to monitor the need for additional connections.

Overall Working Capital for Fund 7200

This fund's working capital balance at year-end 2016 is estimated to be \$447,609. The working capital balance for the proposed 2017 Budget is \$7,617 and for the proposed 2018 Budget is \$75,421. A fifteen-year replacement schedule of equipment shows the working capital balance increasing over time for purchases of radios and MDC's in future years.

The proposed working capital goals for 2017 and 2018 are as follows:

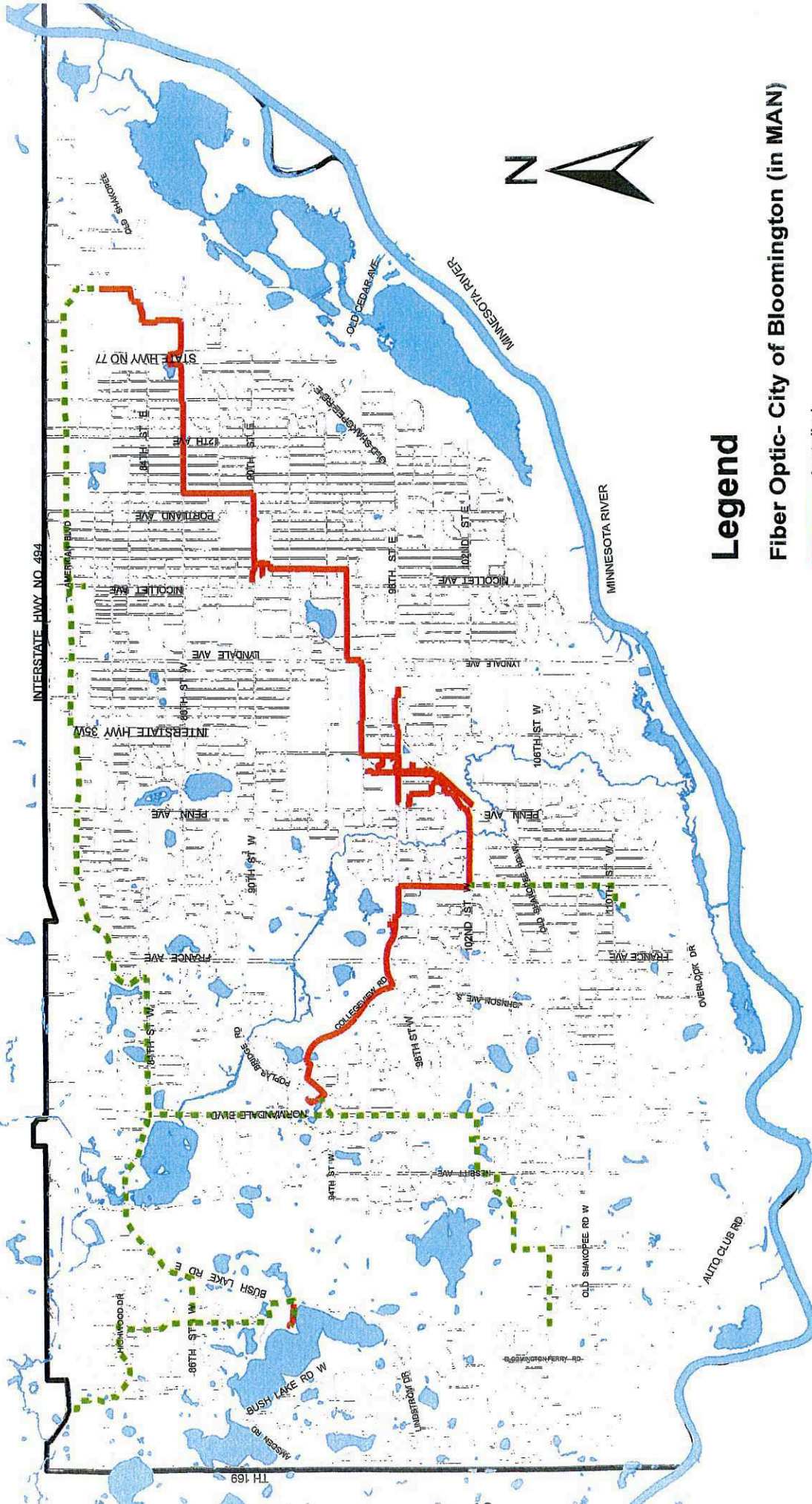
	<u>2017</u>	<u>2018</u>
• Cash Flow - 1/12 of annual operations	41,000	43,000
• Replacement of portables/mobiles & MDC's	100,000	50,000
• Future Fiber-optics expenses	<u>136,482</u>	<u>96,482</u>
	\$277,482	\$189,482

Recommendation:

Staff recommends adoption of the City Manager's Proposed 2017 budget and conceptual approval of the 2018 Public Safety Radio Fund Budget.

CITY OF BLOOMINGTON
PUBLIC SAFETY RADIO FUND - 7200
Budget Summary

DESCRIPTION	2015 ACTUAL	2016 ORIGINAL BUDGET	2016 REVISED BUDGET	2016 PROJECTED	2017 PROPOSED	% CHANGE 2016 VS 2017	2018 CONCEPTUAL	% CHANGE 2017 VS 2018
Revenues:								
CHARGES TO DEPARTMENTS - RADIOS	451,668	471,690	471,690	471,690	495,276	5.0%	520,037	5.0%
CHARGES TO DEPARTMENTS - MDC'S	101,715	141,949	141,949	141,910	183,331	29.2%	188,831	3.0%
INTEREST	7,469	5,000	5,000	7,900	5,000	0.0%	5,000	0.0%
TRANSFERS IN	17,808	45,000	45,000	45,000	-	-100.0%	-	-
TOTAL REVENUE	578,660	663,639	663,639	666,500	683,607	3.0%	713,868	4.4%
Expenses:								
SALARIES & BENEFITS	113,578	100,826	100,826	100,800	105,688	4.8%	109,430	3.5%
NEW RADIOS AND MDC'S	343,233	755,695	755,695	755,695	597,592	-20.9%	194,392	-67.5%
MATERIALS, SUPPLIES, AND SERVICES	200,209	193,945	193,945	217,025	200,319	3.3%	202,242	1.0%
BODY/SQUAD CAMERAS DATA FEES	-	-	-	-	-	-	100,000	-
TRANSFERS OUT (E911 FUND)	90,000	-	-	-	180,000	-	-	-
TOTAL RADIO AND MDC EXPENSES	747,020	1,050,466	1,050,466	1,073,520	1,083,599	3.2%	606,064	-44.1%
CAPITAL - FIBER OPTICS	-	96,000	96,000	60,000	40,000	-58.3%	40,000	-
SERVICES - FIBER OPTICS	10,455	20,000	24,545	1,280	-	-100.0%	-	-
TOTAL FIBER OPTICS EXPENSES	10,455	116,000	120,545	61,280	40,000	-65.5%	40,000	-
TOTAL EXPENSES	757,475	1,166,466	1,171,011	1,134,800	1,123,599	-3.7%	646,064	-42.5%
NET GAIN (LOSS)	(178,815)	(502,827)	(507,372)	(468,300)	(439,992)	-12.5%	67,804	-115.4%
WORKING CAPITAL BALANCE	915,909	413,082	408,537	447,609	7,617		75,421	
WORKING CAPITAL GOAL:								
CASH FLOW - 1 MONTH	38,000	39,000	39,000	39,000	41,000		43,000	
RADIO AND MDC REPLACEMENT	500,000	250,000	250,000	250,000	100,000		50,000	
FIBER PROJECTS	237,762	121,762	117,217	176,482	136,482		96,482	
TOTAL GOAL	775,762	410,762	406,217	465,482	277,482		189,482	
EXCESS (DEFICIENT) WORKING CAPITAL	140,147	2,320	2,320	(17,873)	(269,865)		(114,061)	



Legend

Fiber Optic- City of Bloomington (in MAN)

- Installed
- Proposed



September 26, 2016

**2017-2018
PROPOSED
BUDGETS
INTERNAL SERVICE
FUNDS

Fund 7300
Self-Insurance Fund**

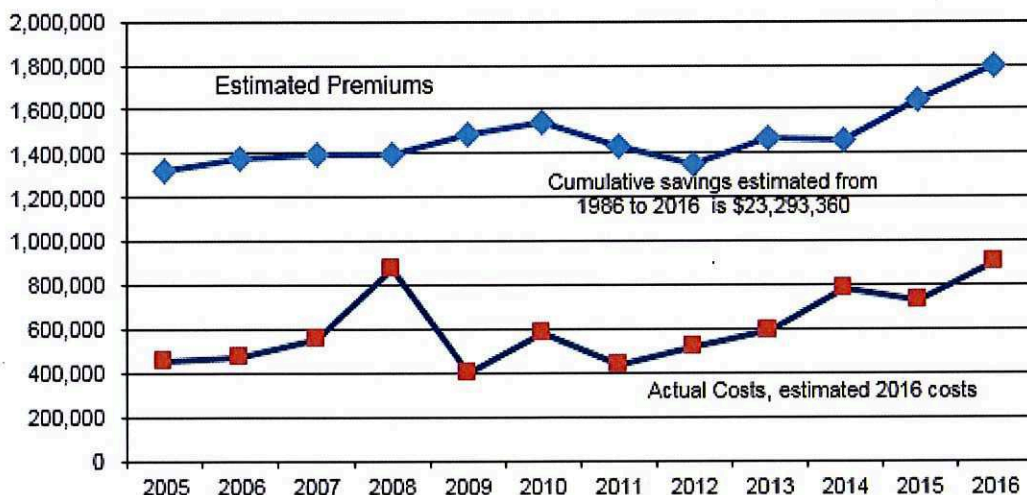
FUND 7300, Self-Insurance Fund

The Self-Insurance Fund was established to account for the City's worker's compensation program and liability insurance funds for which the City self-insures its retentions, including municipal, auto and property liability (property/casualty) coverage.

Issues

An actuarial study was done for this fund in 2016 to determine if the level of reserves was adequate to fund the City's liability programs. The study results showed that the level of funding in 2016 for auto, property and liability insurance was very close to what the actuarial determination of funding should be. Actuarial studies will be done every four or five years to determine the level of required reserves.

Staff reviewed the worker's compensation rates charged internally and realigned them more proportionately to market rates. Internal rates were increased to address the trend of increasing expense of claims. Even with the increase, the City's rates are approximately one-half of the market rates before experience modifications and discounts are factored into the commercial insurance product (see below). City Staff reviews and implements safe practices to keep down claims and liability.



Revenues

This activity generates revenue from departmental charges for worker's compensation; insurance premiums for auto, property and liability coverage; loss reimbursements; and interest earnings. Projected interest earnings for 2016 are \$22,300. Departmental charges are projected to total \$2,239,600 for 2016. For 2017 and 2018 the recommended budget for interest earnings is \$15,000 each year. For departmental charges the recommended budget is \$2,278,833 for 2017 and \$2,348,006 for 2018.

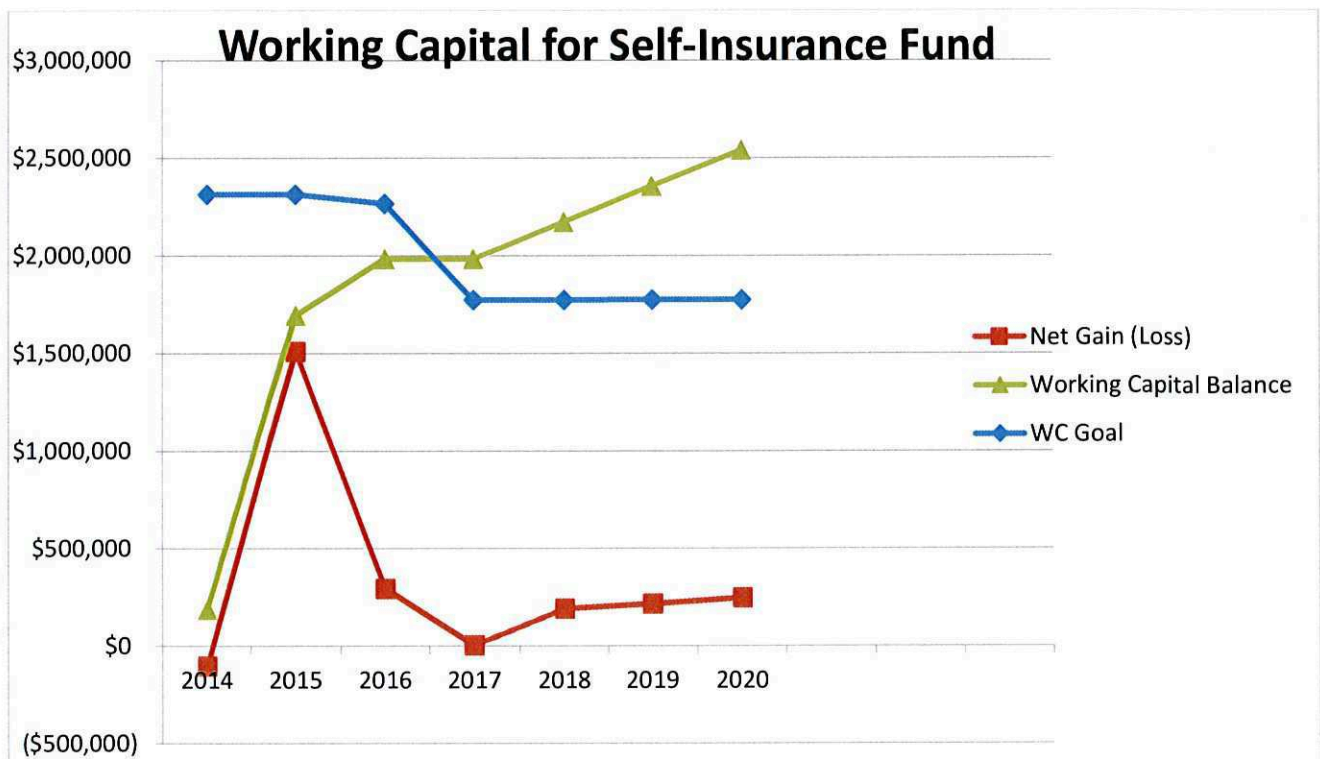
A transfer in from the Insured Benefits (life, health, dental and long-term disability insurances) Fund of \$500,000 was budgeted in 2015 to assist with paying for an increase in workers compensation and liability claims.

Expenses

In 2016, expenses are projected to be \$2,014,344. This includes charges for claims payments, claims expenses, the cost of insurance and charge-backs to the General Fund for staff time. For 2017, \$2,226,036 is budgeted for total expenses. For 2018 this amount is \$2,272,422. This amount includes reserves for claims from prior years in addition to the expense items listed above.

Working Capital

The working capital balance for this fund is projected to be \$1,938,577 by year-end 2016. With a \$67,798 increase in working capital balance budgeted in 2017, working capital will be \$2,006,375. A working capital goal of \$1,770,000 for 2017 is recommended. This amount includes the unpaid claims liability as calculated in the most recent actuarial report. For 2018 working capital will be \$2,096,958.



Recommendation

Staff recommends Council adoption of the City Manager's 2017 Proposed Self-Insurance Fund Budget and conceptual approval of the 2018 Budget.

**CITY OF BLOOMINGTON
SELF INSURANCE FUND - 7300**

Budget Summary

	2015	2016		2017		2018	
DESCRIPTION	ACTUAL	BUDGET	ESTIMATE	CITY MANAGER PROPOSED	% CHANGE FROM 2016	CITY MANAGER PROPOSED	% CHANGE FROM 2017
Self-Insurance General							
Revenues							
INTEREST EARNINGS	16,020	13,000	22,300	15,000	15.38%	15,000	0.00%
TRANSFERS IN	500,004	-	-				
REFUNDS/REIMBURSEMENTS	-						
TOTAL REVENUE	516,024	13,000	22,300	15,000	15.38%	15,000	0.00%
Expenditures							
TOTAL EXPENDITURES					-		-
Net Gain (Loss)	516,024	13,000	22,300	15,000		15,000	
Worker's Compensation							
Revenues							
CHARGES TO DEPARTMENTS	812,542	850,000	849,945	884,907	4.11%	920,422	4.01%
TOTAL REVENUE	812,542	850,000	849,945	884,907		920,422	
Expenditures							
CLAIMS PAYMENTS	723,867	900,000	750,000	775,000	-13.89%	800,000	3.23%
CLAIMS EXPENSES	-	5,000	5,000	5,000	0.00%	5,000	0.00%
RESERVE CHANGES	(591,081)						
INSURANCE AND BONDS	165,969	146,514	146,514	149,884	2.30%	153,331	2.30%
TOTAL EXPENDITURES	298,755	1,051,514	901,514	929,884		958,331	
Net Gain (Loss)	513,787	(201,514)	(51,569)	(44,977)	-	(37,909)	-
General/Special Liability							
Revenues							
CHARGES TO DEPARTMENTS	865,308	831,909	831,909	902,003	8.43%	931,649	3.29%
TOTAL REVENUE	865,308	831,909	831,909	902,003		931,649	
Expenditures							
SUPPORT SERVICES	74,676	70,117	70,117	71,708	2.27%	73,113	1.96%
CLAIMS PAYMENTS	91,680	100,000	75,000	268,000	168.00%	275,000	2.61%
CLAIMS EXPENSES	197,286	400,000	200,000	210,000	-47.50%	220,500	5.00%
RESERVE CHANGES	59,379						
INSURANCE AND BONDS	241,320	350,000	350,000	353,500	1.00%	357,035	1.00%
TOTAL EXPENDITURES	664,341	920,117	695,117	903,208		925,648	
Net Gain (Loss)	200,967	(88,208)	136,792	(1,205)		6,001	
Auto Liability							
Revenues							
CHARGES TO DEPARTMENTS	246,828	253,738	253,738	199,699	-21.30%	205,325	2.82%
TOTAL REVENUE	246,828	253,738	253,738	199,699		205,325	
Expenditures							
SUPPORT SERVICES	18,780	15,005	15,005	18,344	22.25%	18,734	2.13%
CLAIMS PAYMENTS	45,947	50,000	80,000	75,000	50.00%	60,000	-20.00%
CLAIMS EXPENSES	297	10,712	10,712	11,087	3.50%	11,475	3.50%
RESERVE CHANGES	(12,000)		-	-		-	
INSURANCE AND BONDS	79,286	87,000	87,000	89,610	3.00%	92,298	3.00%
TOTAL EXPENDITURES	132,310	162,717	192,717	194,041		182,507	
Net Gain (Loss)	114,518	91,021	61,021	5,658		22,818	
Property Liability							
Revenues							
CHARGES TO DEPARTMENTS	301,728	304,008	304,008	292,224	-3.88%	290,610	-0.55%
TOTAL REVENUE	301,728	304,008	304,008	292,224		290,610	
Expenditures							
SUPPORT SERVICES	25,872	21,996	21,996	25,668	16.69%	26,198	2.06%
CLAIMS PAYMENTS	-	20,000	58,000	22,000	10.00%	22,000	0.00%
CLAIMS EXPENSES	-						
INSURANCE AND BONDS	115,286	145,000	145,000	151,235	4.30%	157,738	4.30%
TOTAL EXPENDITURES	141,158	186,996	224,996	198,903		205,936	
Net Gain (Loss)	160,570	117,012	79,012	93,321		84,674	
NET GAIN (LOSS)	1,505,866	(68,689)	247,556	67,798		90,584	
WORKING CAPITAL BALANCE	1,691,021	1,622,332	1,938,577	2,006,375		2,096,958	
WORKING CAPITAL GOAL:							
Projection of 2010 Loss-Actuarial Report	2,311,498	2,264,000	2,264,000	1,770,000		1,771,000	

Total Dept. Charges	2,226,406	2,239,655	2,239,600	2,278,833	2,348,006
Total Fund Revenues	2,742,430	2,252,655	2,261,900	2,293,833	2,363,006
Total Fund Expenses	1,236,564	2,321,344	2,014,344	2,226,036	2,272,422
Total Fund Gain (Loss)	1,505,866	(68,689)	247,556	67,798	90,584



September 26, 2016

**2017-2018
PROPOSED
BUDGETS
INTERNAL SERVICE
FUNDS**

**Fund 7400
Insured Benefits**

FUND 7400 - INSURED BENEFITS

This fund accounts for the administration of employee benefits for health, dental, life, long-term disability, and short-term disability insurance. The purpose of the fund is to stabilize insurance expenses in departmental budgets and moderate large budget spikes due to increases in benefit costs, especially in the area of health insurance. Charges to departments change annually as the cost of providing benefits change, however the working capital of this fund can be used to absorb extraordinary increases.

The City changed health insurance providers in 2012 from Health Partners to Medica. There was a proposed 15% increase in rates for 2015. Therefore in 2014, the Benefits Committee, composed of the HR Director, the City's Benefits Consultant from Gallagher & Co., employee representatives from each union, and an employee representative for non-union employees, met several times to discuss possible health insurance plan design changes that could decrease health insurance premiums. The committee decided to eliminate the \$20 co-pay plan in 2015. With the elimination of the \$20 co-pay plan, the 15% increase in premiums was decreased to a 1% increase for City premium expenses in the 2015 budget. This shift was possible because the \$20 co-pay plan was extremely expensive compared to the other plans.

For 2016 Medica health insurance premiums, there was another proposed increase of 15% from the previous year. The Benefits Committee reviewed plan design changes for 2016 and in order to reduce total premium increases from 15% down to 8%, the deductible amounts for the HRA (Health Reimbursement Arrangement) High Deductible health insurance plans were increased from \$1,500 to \$2,600 for single coverage and \$3,000 to \$5,200 for two person and family coverage. In addition, the City added a new HSA (Health Savings Account) High Deductible health insurance plan option with the same high deductible amounts as the HRA plan. The \$30 co-pay plan remained.

State law requires public employers to seek competitive insurance proposals at least once every five years through a formal Request for Proposal (RFP) process. In 2016, the City submitted RFP's for both a Benefits Consultant and for medical, dental, life, and long term disability insurances. A new Benefits Consultant, NFP, was selected. The City convened the Employee Benefits Committee to discuss insurance plans from multiple companies. It was decided to stay with Medica for the City's health insurance which resulted in a reduction of health insurance premiums in 2017 while keeping the same plan options.

In 2008, the City implemented GASB Statement No. 45 - *Accounting and Financial Reporting by Employers for Postemployment Benefits Other than Pensions*. The City does not pay for retiree health insurance premiums. However, since retirees are eligible, as required by State statute, to participate in the City's health insurance plan solely at their own expense but at the same premium rates as active employees, there is a liability due to the implicit rate subsidy. The City's annual Other Postemployment Benefits (OPEB) cost is calculated based on the Annual Required Contribution (ARC) of the employer, an amount actuarially determined in accordance with parameters of GASB Statement No. 45. The City's OPEB information is only recorded at the

government-wide statement presentation in the annual Comprehensive Financial Report. The Insured Benefits fund is not affected by this OPEB liability.

Revenues

As with other internal service funds, the Insured Benefits Fund collects revenues from various departments within the City. For 2016, departmental charges are projected at \$7,608,086. They are budgeted at \$7,965,110 in 2017 and \$8,520,555 in 2018. This fund also includes the employee contributions that are paid in the form of payroll deductions for the portion of premium costs that exceed the amount of the City's contribution. Monthly premiums are also received from retirees and former employees who choose to extend their coverage at their own expense. These payments are used to directly offset premium expenses for continued insurance benefits for these individuals, who are no longer employees.

Total 2017 revenues are budgeted at \$8,975,363 and in 2018 revenues are budgeted at \$9,784,094.

Expenses

Expenses consist of premiums paid to vendors for the various types of insurance benefits provided to employees. These premiums are for health insurance, dental insurance, life insurance, long-term disability insurance, and short-term disability insurance. There is also an expense for funding the health reimbursement arrangement or health savings account for the employees who choose the high deductible health insurance plans. Total expenses for 2016 are projected at \$10,026,861. Costs in 2017 are budgeted at \$9,217,351 and \$9,980,587 for 2018. A \$200,000 transfer to the General Fund was budgeted for 2016. There are no transfers out to other funds budgeted for 2017 or 2018.

Working Capital

The working capital goal for this fund is one month of expenses for the insured benefits paid in this fund as well as a reserve for anticipated future health insurance premium increases. Working capital for 2016 is projected to be \$1,592,069. The projected working capital for 2017 is \$1,350,081 with a working capital goal of \$1,768,000 and in 2018 it is projected to be \$1,153,588 with a goal of \$1,832,000.

Recommendation

Staff recommends adoption of the City Manager's Proposed 2017 Budget and conceptual approval of the 2018 Budget for the Insured Benefits fund.

**CITY OF BLOOMINGTON
INSURED BENEFITS FUND (7400)
BUDGET SUMMARY**

	2014	2015	2016	2016	2017		2018	
DESCRIPTION	ACTUAL	ACTUAL	BUDGET	ESTIMATED	BUDGET REQUEST	2016/2017 % Change	BUDGET REQUEST	2017/2018 % Change
REVENUES								
City Contributions (Charged to Departments)	7,892,553	7,592,939	7,669,570	7,608,086	7,965,110	3.9%	8,520,555	7.0%
Employee / COBRA / Retiree Contributions	1,064,823	1,205,663	1,903,319	1,239,883	921,753	-51.6%	1,175,039	27.5%
Transfer from Fund 2800 (Pension Residual) for Disabled Public Safety Health Insurance	31,000	30,504	31,000	30,500	30,500	-1.6%	30,500	0.0%
State \$ for Disabled Public Safety Officer Health Ins.	29,182	24,743	25,000	25,000	25,000	0.0%	25,000	0.0%
Wellness \$ - Medica	25,000	25,000	25,000	25,000	25,000	0.0%	25,000	
Interest Income	27,445	26,096	8,000	8,000	8,000	0.0%	8,000	0.0%
TOTAL REVENUES	9,070,003	8,904,945	9,661,889	8,936,469	8,975,363	-7.1%	9,784,094	9.0%
EXPENSES								
Health Insurance Premiums (Employees, Retirees, COBRA)	7,123,500	7,606,037	8,118,823	7,942,203	7,425,960	-8.5%	8,168,556	10.0%
HRA Contributions	440,976	624,100	337,500	430,450	411,250	21.9%	411,250	0.0%
HSA Contributions	-	-	287,500	302,400	306,000	6.4%	307,750	0.6%
Third Party Administrator Contract - Genesis Fees	32,059	45,239	50,190	38,000	39,140	-22.0%	40,314	3.0%
Health Benefit Consultant Fees (NFP)	-	-	-	-	68,500		68,500	0.0%
Core Plus - Biometrics	19,986	17,192	20,400	31,200	31,200	52.9%	31,200	0.0%
\$150 Health Scorecard Program	16,954	12,831	17,000	13,850	13,850	-18.5%	13,850	0.0%
Wellness	20,641	1,017	1,400	9,631	8,000	471.4%	8,000	0.0%
OPEB Actuarial Calc/Fed Excise Tax	-	9,000	-	-	700		700	0.0%
Disabled Public Safety Officers Health Ins. Premiums	85,715	68,761	80,300	210,295	75,076	-6.5%	82,583	10.0%
Dental Insurance Premiums	591,402	610,541	607,700	582,226	589,000	-3.1%	594,890	1.0%
Life Insurance Premiums	144,564	141,275	152,000	152,000	142,075	-6.5%	143,496	1.0%
Long Term Disability Insurance Premiums	92,283	93,507	96,600	99,606	91,600	-5.2%	94,348	3.0%
Short Term Disability Insurance Premiums	13,675	14,568	15,000	15,000	15,000	0.0%	15,150	1.0%
Transfer out	-	1,000,000	200,000	200,000	-	-100.0%	-	
TOTAL EXPENSES	8,581,755	10,244,068	9,984,413	10,026,861	9,217,351	-7.7%	9,980,587	8.3%
NET GAIN (LOSS)	488,248	(1,339,123)	(322,524)	(1,090,391)	(241,988)		(196,492)	
WORKING CAPITAL BALANCE	4,021,583	2,682,460	2,359,936	1,592,069	1,350,081		1,153,588	
WORKING CAPITAL GOAL	2,715,000	2,854,000	2,832,000	2,336,000	1,768,000		1,832,000	
DIFFERENCE BETWEEN GOAL AND ACTUAL	1,306,583	(171,540)	(472,064)	(743,931)	(417,919)		(678,412)	



September 26, 2016

**2017-2018
PROPOSED
BUDGETS
INTERNAL SERVICE
FUNDS**

**Fund 7450
Accrued Benefits**

Fund 7450, Accrued Benefits

The Accrued Benefits Fund is the Internal Service Fund that records the assets and liabilities associated with employee accrued time off - vacation, personal leave, and compensatory time. The possibility of the City going out of existence and needing to fully fund this account to pay all of the employee accrued time off at one time is remote. However, we may someday be required by government accounting standards to be fully funded or have a plan to do so. Also, it does provide a confidence factor to employees knowing that this is fully (or substantially) funded.

	2015 Actual	2016 Budget	2016 Estimate	2017 Proposed	% Change from 2016	2018 Proposed	% Change from 2017
Total Revenue	\$2,223,019	\$1,411,800	\$1,387,700	\$2,304,303	63.2%	\$2,379,718	3.3%
Total Expense	\$1,914,394	\$1,815,284	\$1,815,200	\$1,873,738	3.2%	\$1,927,073	2.8%
Working Capital	(\$1,494,290)	(\$1,897,774)	\$(1,921,790)	\$(1,491,225)	(21.4)%	\$(1,038,580)	(30.4)%
WC Goal	\$0	\$0	\$0	\$0	0.0%	\$0	0.0%

Revenues

Revenues for this fund come from:

1. Charges to City departments that pay full-time salaries -- allocated monthly.
2. Interest Income -- allocated monthly.

In 2015, the rates charged to departments were 4.0% of full-time salaries. For 2016, a 3% rate was used. For 2017 and 2018 a 5% rate is proposed. Revenues from charges to departments for 2017 are projected to be \$2,209,103. In 2018 these charges are budgeted at \$2,275,418 and are included in the General Fund and other funds' budgets. Interest earnings for this fund in 2017 are proposed to be \$95,200. In 2018 interest is budgeted at \$104,300. A transfer in of \$500,000 from the Insured Benefits Fund (health, life, dental and long-term disability insurances) was received in 2015. Total revenues for 2017 are \$2,304,303 and in 2018 are \$2,379,718.

Expenses

Expenses for this fund come from:

1. Year end conversion of any accumulated Personal Leave hours over 1,000 hours to either a post retirement health care savings account (employee self-funded health care) or cash payout.
2. Payout of unused vacation, personal leave, and comp. time to employees leaving service (retirements, terminations, or leaving for new opportunities)
3. Year end accrual to cover future liabilities for employees leaving service with the City. This is based on a payroll report at the end of the year.

Statistics of Year End Personal Leave Hours Converted to Cash

Personal Leave Sent to Post Retirement Healthcare Savings Plan:

2009 = \$343,806.46 with 106 participants
2010 = \$378,593.40 with 110 participants
2011 = \$398,051.87 with 114 participants
2012 = \$398,344.14 with 114 participants
2013 = \$428,358.63 with 113 participants
2014 = \$440,061.97 with 121 participants
2015 = \$459,043.62 with 122 participants

Personal Leave Paid Out in Cash:

2009 = \$1,280.15 with 1 participant
2010 = \$4,237.32 with 2 participants
2011 = \$5,018.48 with 3 participants
2012 = \$5,826.28 with 3 participants
2013 = \$4,820.96 with 2 participants
2014 = \$3,512.08 with 2 participants
2015 = \$4,429.20 with 3 participants

These expenses are unpredictable and dependent on the timing of employees leaving service and the amount of accrued benefit hours. Projected expenditures for 2016 total \$1,815,284. Proposed expenditures for 2017 and 2018 are \$1,873,738 and \$1,927,073.

Working Capital

The Accrued Benefit Fund's net asset balance projected at year-end 2016 is a negative \$1,921,790. The net asset balance is budgeted at negative \$1,491,225 at year-end 2017 and negative \$1,038,580 at year-end 2018. A fifteen-year budget forecast shows the balance coming into positive territory in 2021. This result is dependent on keeping the rate for charges at 5.0% from 2017 through 2020.

For working capital, this fund only needs the amount of assets that offset the accrued liability for payments to employees. Using the alternate presentation of net assets as shown on the budget model, the goal for 2017 is \$15,035,381 and current assets less current liabilities are \$13,544,156, a difference of \$1,491,225.

Recommendation:

Staff recommends approval of the City Manager's 2017 Proposed Budget and conceptual approval of the 2018 budget.

CITY OF BLOOMINGTON
ACCRUED BENEFITS FUND - 625
 Budget Summary

	2015	2016		2017		2018	
DESCRIPTION	ACTUAL	ADOPTED BUDGET	ESTIMATE	CITY MANAGER'S PROPOSED	% CHANGE 2016/2017	CITY MANAGER'S PROPOSED	% CHANGE 2017/2018
Revenues							
CHARGES TO DEPARTMENTS	1,642,998	1,310,000	1,310,000	2,209,103	69%	2,275,418	3.0%
INTEREST EARNINGS	110,327	101,800	77,700	95,200	-6%	104,300	9.6%
OTHER	469,694	-	-	-		-	
TOTAL REVENUE	2,223,019	1,411,800	1,387,700	2,304,303	63%	2,379,718	3.3%
Expenditures							
WAGES & BENEFITS	1,462,862	1,200,000	1,315,200	1,332,901	11%	1,334,592	0.1%
CHANGES TO RESERVE	451,532	615,284	500,000	540,837	-12%	592,481	9.5%
TOTAL EXPENDITURES	1,914,394	1,815,284	1,815,200	1,873,738	3%	1,927,073	2.8%
NET GAIN (LOSS)	308,625	(403,484)	(427,500)	430,565	-207%	452,645	5.1%
NET ASSETS BALANCE	(1,494,290)	(1,897,774)	(1,921,790)	(1,491,225)		(1,038,580)	

Alternate Presentation of Net Assets

Current Assets minus CAFR Current	12,408,050	12,699,683	13,334,667	13,544,156	14,447,862
				0	0
Liability (Benefits Payable) Net	13,902,340	14,597,457	15,256,457	15,035,381	15,486,442
	(1,494,290)	(1,897,774)	(1,921,790)	(1,491,225)	(1,038,580)



September 26, 2016

2017-2018 PROPOSED BUDGETS

INTERNAL SERVICE FUNDS

Fund 7500

Support Services Fund

Fund 7500, Support Services Fund

This fund consists of three different activities that support all City functions: Print Shop, Mailroom and the Information Desk, all managed by Community Services.

	2015 Actual	2016 Budget	2016 Estimate	2017 Proposed	2018 Conceptual
Total Revenue	\$415,534	\$478,671	\$472,000	\$498,047	\$532,742
Total Expense	\$460,748	\$508,208	\$470,994	\$510,280	\$624,444
Working Capital	\$186,111	\$156,574	\$187,117	\$174,884	\$83,182
WC Goal	\$42,600	\$164,468	\$163,956	\$142,800	\$69,200

Revenues

All revenues collected in excess of expenses within the Support Services Fund are used to build working capital in order to maintain service levels and provide for the replacement of capital equipment. Total departmental charges are proposed at \$491,547 for 2017. Charges for 2018 are budgeted at \$527,242 and are included in the General Fund and other funds' budgets. Total revenue for 2017 includes an additional \$6,500 for interest earnings and charges for outside print jobs.

Expenses

Proposed expenses for 2017 are \$510,280. Proposed expenses for 2018 are budgeted at \$624,444.

Working capital is accumulating to fund capital in 2018. Purchases will be \$85,000 for a duplicator and a color copier for the Print Shop in 2018. Please refer to the attached "Capital Schedule" for more detailed information.

Working Capital

Current projections indicate that the working capital for this fund will be \$187,117 by the end of 2016. Working capital is projected to decrease to \$12,233 by year-end 2017 and decrease by \$91,702 in 2018 to end at \$174,884 and \$83,182

respectively. The working capital goal for this fund is broken down as follows:

	2017	2018
• Operations (1 month cash flow)	\$50,300	\$54,200
• Print Shop/Mail Room Capital	92,500	15,000
Total Working Capital Goal	\$142,800	\$69,200

Recommendation

Staff recommends approval of the City Manager's 2017 Proposed Support Services Budget and conceptual approval of the 2018 budget.

**SUPPORT SERVICES
BUDGET SUMMARY FUND 7500**

DESCRIPTION	2015	2016		2017		2018	
	ACTUAL	ADOPTED	ESTIMATE	CITY MGR. PROPOSED	% CHANGE 2016/2017	CITY MGR. CONCEPTUAL	% CHANGE 2017/2018
PRINTSHOP 760901							
REVENUES							
INTEREST	1,841	2,000	2,000	3,000	50%	2,000	-33%
OTHER REVENUE	3,521	1,200	1,200	3,500	192%	3,500	0%
DEPARTMENTAL CHARGES	104,697	147,900	141,229	148,263	0%	156,747	6%
TOTAL REVENUES	110,059	151,100	144,429	154,763	2%	162,247	5%
EXPENSES							
WAGES & BENEFITS	75,123	76,085	76,051	79,315	4%	82,033	3%
MATERIALS & SUPPLIES	92,484	114,932	92,158	117,137	2%	120,887	3%
CAPITAL	0	0	15,594	0		85,000	
TOTAL EXPENSES	167,607	191,017	183,803	196,452	3%	287,920	47%
NET GAIN (LOSS)	(57,548)	(39,917)	(39,374)	(41,689)	4%	(125,673)	201%
Interfund transfer of working capital							
WORKING CAPITAL	36,681	(3,236)	(2,693)	(44,382)		(170,055)	
WORKING CAPITAL GOAL	8,700	98,568	98,056	97,400		13,100	
MAILROOM 760902							
REVENUES							
DEPARTMENTAL CHARGES	204,259	223,765	223,765	232,268	4%	248,373	6.93%
EXPENSES							
WAGES & BENEFITS	53,456	55,441	55,441	57,232	3%	58,837	2.80%
MATERIALS & SUPPLIES	126,025	154,967	124,967	141,924	-8%	157,571	11.02%
CAPITAL	0	0	0	0		0	
TRANSFER OUT	14,945						
TOTAL EXPENSES	194,426	210,408	180,408	199,156	-5%	216,408	8.66%
NET GAIN (LOSS)	9,833	13,357	43,357	33,112	148%	31,965	-3.46%
Interfund transfer of working capital							
WORKING CAPITAL	116,078	129,435	159,435	192,547		224,512	
WORKING CAPITAL GOAL	17,000	48,600	48,600	26,900		35,700	
INFORMATION DESK 760903							
REVENUES							
DEPARTMENTAL CHARGES	101,216	103,806	103,806	111,016	7%	122,122	10.00%
EXPENSES							
WAGES & BENEFITS	66,274	73,908	73,908	82,529	12%	86,122	4.35%
MATERIALS & SUPPLIES	32,441	32,875	32,875	32,143	-2%	33,994	5.76%
CAPITAL	0	0	0	0		0	
TOTAL EXPENSES	98,715	106,783	106,783	114,672	7%	120,116	4.75%
NET GAIN (LOSS)	2,501	(2,977)	(2,977)	(3,656)	23%	2,006	-154.87%
Interfund transfer of working capital							
WORKING CAPITAL	33,352	30,375	30,375	26,719		28,725	
WORKING CAPITAL GOAL	16,900	17,300	17,300	18,500		20,400	
TOTAL Departmental Charges	410,172	475,471	468,800	491,547	3%	527,242	7.26%
TOTAL Revenue	415,534	478,671	472,000	498,047	4%	532,742	6.97%
TOTAL Fund Expenses	460,748	508,208	470,994	510,280	0%	624,444	22.37%
TOTAL Working Capital	186,111	156,574	187,117	174,884		83,182	
WORKING CAPITAL GOAL:							
TELEPHONE WORKING CAP. GOAL	16,900	17,300	17,300	18,500		20,400	
MAILROOM WC GOAL	17,000	48,600	48,600	26,900		35,700	
PRINTSHOP WC GOAL	8,700	98,568	98,056	97,400		13,100	
TOTAL	42,600	164,468	163,956	142,800		69,200	

CITY OF BLOOMINGTON

SUPPORT SERVICES (7500)

CAPITAL SCHEDULE 2017 THROUGH 2047

YEAR OF PURCHASE	YEAR REPLACED	COST	ITEM
2008	2017	0	
		0	
		50,000	COLOR COPIER - PRINTSHOP
2007	2018	35,000	BLACK & WHITE COPIER - PRINTSHOP
		85,000	
	2019	0	
		0	
	2020	0	
		0	
2015	2021	30,000	MAIL MACHINE
		30,000	
2013	2022	0	
		0	
	2023	0	
		0	
2018	2024	0	
		0	
2016	2025	25,000	DUPLICATOR - PRINTSHOP
		25,000	
2018	2026	40,000	BLACK & WHITE COPIER - PRINTSHOP
		40,000	
2021	2027	35,000	MAIL MACHINE
2017	2027	79,750	COLOR COPIER - PRINTSHOP
		114,750	
2023	2028		
2023	2029	50,000	
		50,000	
	2030	0	
		0	
	2031		
	2032	0	
2027	2033	35,000	MAIL MACHINE
		35,000	
2026	2034	45,000	BLACK & WHITE COPIER - PRINTSHOP
		45,000	
2025	2035	35,000	DUPLICATOR - PRINTSHOP
		35,000	
2024	2036	0	
		0	
2027	2037	79,750	COLOR COPIER - PRINTSHOP
		79,750	
	2038	0	



September 26, 2016

**2017-2018
PROPOSED
BUDGETS
INTERNAL SERVICE
FUNDS
Fund 7600
Information Systems**

Fund 7600, Information Systems

A Steering Committee made up of the Executive Management Team approves the work plan and policies related to Information Systems (IS). During the annual budget process, each Department/Division prepares a request for needed hardware or software upgrades and replacements. Those requests are reviewed by the Information Systems staff, which then forwards a recommendation to the Steering Committee for their approval.

The Information Systems includes two activities: Maintenance and Support; and Replacement. Maintenance & Support includes general IS operations and responsibility for the physical telephone system. Equipment Replacement includes funding and costs associated with the purchase of both new and replacement equipment. New equipment expenditures are approved as described earlier based on this funding. The total cost of Information Systems Maintenance and Replacement is approximately 5% of total operations of the City.

Graphics was previously included in this fund. User fees are still collected in this fund and transferred to Communications for the graphics activity.

	2015 Actual	2016 Adopted	2016 Estimate	2017 Proposed	% Change	2018 Conceptual	% Change
Total Revenue	\$4,731,217	\$4,804,255	\$4,790,200	\$4,960,370	3.2%	\$5,211,886	5.1%
Total Expense	\$5,046,247	\$4,985,057	\$6,020,829	\$5,477,274	9.9%	\$5,772,222	5.4%
Working Capital	\$3,080,008	\$2,899,206	\$1,849,379	\$1,332,475	(54.0)%	\$772,140	(42.1)%
WC Goal	\$831,070	\$1,064,070	\$1,604,070	\$1,075,070	1.0%	\$1,230,070	14.4%

Maintenance and Support (740101)

Revenues

Total revenue is proposed to be \$4,069,120 in 2017 and \$4,261,636 in 2018. These departmental charges including computer, web access and telephone charges. These charges are included in the General Fund and other funds' budgets.

Expenses

Total expenses are proposed to be \$4,272,704 in 2017 and \$4,438,151 for 2018. Proposed expenses include the transfer out to the Communications Fund for Graphics.

Working Capital

This activity is budgeted to generate a working capital loss of \$203,584 in 2017 and \$176,515 in 2018. Working capital is proposed to be \$563,572 at year-end 2017 and \$387,057 for 2018. The working capital goal for this activity is \$306,000 in 2017 and \$321,000 in 2018 and consists of one month of fees for operations.

Equipment Replacement (740102)

Revenues

Proposed departmental charges for 2017 and 2018 are \$869,250 and \$930,250 and are included in the General Fund and other funds' budgets. Total proposed 2017 and 2018 revenue of \$891,250 and \$950,250 includes \$22,000 for investment interest earnings in 2017 and \$20,000 for 2018.

Expenses

Proposed expenses for 2017 and 2018 are \$1,204,570 and \$1,334,071 which includes capital of \$311,000 in 2017 for network upgrades, network switches and technology upgrades. Capital of \$405,000 in 2018 is for technology and network upgrades. Proposed expenses also include the second and third repayment for a loan from Strategic Priorities taken in 2014.

Following is a list of planned systems replacements and new acquisitions for 2017 and 2018. All items are included in the current budget model.

2017

- \$50,000 Council Chambers technology update
- \$84,000 network switch replacement
- \$50,000 network upgrades
- \$61,000 IS office configuration
- \$40,000 conference room upgrades
- \$26,000 wireless amplification for Water Treatment Plant

2018

- \$300,000 storage area network replacement
- \$40,000 conference room upgrades
- \$25,000 network upgrades
- \$40,000 BGP hardware

Working Capital

The estimated working capital for 2016 is \$1,849,379. In 2017 the working capital is proposed to be \$1,332,475 and for 2018 it is \$772,140. The working capital goal in 2017 for this activity is \$1,075,070, which includes:

- \$300,000 for equipment replacement
- \$150,000 for SAN storage
- \$306,000 for operations
- \$160,000 for GIS projects and
- \$159,070 for payments to LOGIS for the public safety system.

This working capital goal includes the gradual accumulation of funding for large projects to allow the flexibility of pay-as-you-go financing. The volatility of this activity is a challenge to long-term planning, but a fifteen year plan is in place to monitor the working capital balance and the goal through 2031.

Recommendation:

Staff recommends approval of the City Manager's 2017 Proposed Budget and conceptual approval of the 2018 budget.

CITY OF BLOOMINGTON, MN
INFORMATION SYSTEMS FUND - 7600
BUDGET SUMMARY

	2015	2016			2017	2018
	ACTUAL	ADOPTED BUDGET	AMENDED BUDGET	ESTIMATE	CITY MGR PROPOSED	CITY MGR CONCEPTUAL
MAINTENANCE & SUPPORT (INCLUDING GIS) 740101						
REVENUES						
CHARGES TO DEPARTMENTS	3,782,102	3,853,029	3,853,029	3,852,429	4,069,120	4,261,636
TRANSFERS IN	-	-	-	-	-	-
OTHER REVENUE	3,908	-	-	4,600	-	-
TOTAL REV & TRANSFERS IN	3,786,010	3,853,029	3,853,029	3,857,029	4,069,120	4,261,636
EXPENDITURES						
SALARIES/WAGES/BENEFITS	1,602,942	1,520,825	1,520,825	1,469,300	1,618,263	1,672,779
MATERIALS/SUPPLIES/SERVICES	2,033,918	2,232,484	2,264,484	2,200,000	2,469,321	2,571,366
CAPITAL OUTLAY	-	-	-	-	-	-
TRANSFERS OUT	122,124	128,029	128,029	128,029	185,120	194,006
TOTAL EXP. & TRANSFERS OUT	3,758,984	3,881,338	3,913,338	3,797,329	4,272,704	4,438,151
GAIN (LOSS)	27,026	(28,309)	(60,309)	59,700	(203,584)	(176,515)
TRANSFER OF WORKING CAPITAL	-	-	-	-	-	-
WORKING CAPITAL BALANCE	707,456	679,147	647,147	767,156	563,572	387,057
WORKING CAPITAL GOAL	289,000	293,000	293,000	293,000	306,000	321,000
EQUIPMENT REPLACEMENT 740102						
REVENUES						
CHARGES TO DEPARTMENTS	924,816	928,226	928,226	923,171	869,250	930,250
INTEREST	20,391	23,000	23,000	10,000	22,000	20,000
TRANSFERS IN	-	-	-	-	-	-
TOTAL REV & TRANSFERS IN	945,207	951,226	951,226	933,171	891,250	950,250
EXPENDITURES						
MATERIALS/SUPPLIES/SERVICES	1,094,546	770,719	1,425,719	1,823,500	693,570	729,071
CAPITAL OUTLAY	132,717	133,000	304,000	200,000	311,000	405,000
TRANSFERS OUT	60,000	200,000	200,000	200,000	200,000	200,000
TOTAL EXP. & TRANSFERS OUT	1,287,263	1,103,719	1,929,719	2,223,500	1,204,570	1,334,071
GAIN (LOSS)	(342,056)	(152,493)	(978,493)	(1,290,329)	(313,320)	(383,821)
TRANSFER OF WORKING CAPITAL	-	-	-	-	-	-
WORKING CAPITAL BALANCE	2,372,552	2,220,059	1,394,059	1,082,223	768,903	385,082
WORKING CAPITAL GOAL	542,070	765,070	765,070	765,070	769,070	909,070
TOTAL FUND REVENUES	4,731,217	4,804,255	4,804,255	4,790,200	4,960,370	5,211,886
TOTAL FUND EXPENDITURES	5,046,247	4,985,057	5,843,057	6,020,829	5,477,274	5,772,222
FUND NET GAIN (LOSS)	(315,030)	(180,802)	(1,038,802)	(1,230,629)	(516,904)	(560,336)
TOTAL FUND WORKING CAPITAL	3,080,008	2,899,206	2,041,206	1,849,379	1,332,475	772,140

WORKING CAPITAL GOAL:

Operations/GIS (1 month cash flow)	306,000	321,000
Replacement (major components)	300,000	300,000
GIS	90,000	-
SAN	150,000	150,000
Financial System	-	-
Network Switches	-	300,000
Public Safety Systems	159,070	159,070
GIS Reserve	70,000	-
TOTAL WORKING CAPITAL GOAL	1,075,070	1,230,070

WC Excess/(Deficiency)

257,405 (457,930)

Operations and Replacement Deptl Charge	4,706,918	4,781,255	4,781,255	4,775,600	4,938,370	5,191,886
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September 26, 2016

**2017-2018
PROPOSED
BUDGETS
INTERNAL SERVICE
FUNDS
Fund 7700
Facilities and Park
Maintenance**

Fund 7700, Facility & Parks Maintenance

The Facility & Parks Maintenance Fund accounts for the operation and maintenance of, and capital improvement to, most City buildings. This includes the Civic Plaza, Creekside Community Center, the Public Health building, Public Works Facility, fire stations and equipment storage facilities. Those facilities not covered include the golf courses and the ice rink. The user charges for operations and replacement are annually realigned in a fifteen-year planning model to better meet the working capital goals of this fund on a long-term basis.

A study was done in 2014 to determine critical needs for City buildings. Included in the long-term model for this fund is funding for some of the most needed repairs and replacements.

Civic Plaza, Public Works, Creekside, Public Health

While Civic Plaza and the Public Works buildings are relatively new and in good condition, Creekside Community Center was constructed in 1960 and has surpassed its useful life. It currently is in need of a new roof, carpet and several smaller maintenance projects. The Public Health building was constructed in 1960 for Public Works. The building was remodeled and expanded in 1981 for Public Health. The mechanical system is outdated and needs replacement. The main buildings in the Civic Plaza campus have a valuation of approximately \$80,000,000. The buildings have approximately 500,000 square feet

Parks Buildings

There are 38 park buildings. Six of the buildings are termed "temporary" park shelters. They are approximately 50 years old and have outlived their design and construction. 14 of the buildings are small park buildings and were constructed in the 1960's and 70's. They have reached the end of their useful life and a long term plan needs to be developed for which buildings should be replaced. The Valley View complex has five buildings with the field house near the end of its expected life. The pool bath house underwent renovation in 2012. The rest of the buildings vary in age and condition and are located at Bush Lake, Dred Scott, Mount Normandale and Moir Parks.

Fire Stations

There are six fire stations. Stations #2-and #6 were built in the 1960-70's and are nearing renewal/replacement age. Operational changes and the size of fire trucks today require larger and different designs for new stations. Fire Station #1 was constructed in 1993 and is in good condition. The roof was replaced in 2012 and the roof at Fire Station #5 was replaced in 2013. The total valuation for the Fire stations is over \$12,000,000. The six fire stations have 48,956 square feet.

Energy Conservation

Facilities staff continues to look for ways to save energy. A lighting project to conserve energy in the Public Works Garage was completed in 2013 with Xcel estimating \$4,000 in energy savings per year. Touchless faucets and flush valves were installed at Civic

Plaza to reduce water consumption. New controls were added to the Civic Plaza HVAC System to reduce heating and cooling requirements.

Background

There are six activities within the Facility and Parks Maintenance Fund. These activities are Facilities Maintenance, Parks/Median Maintenance, Parks Facilities Maintenance, Fire Station Maintenance, Cemetery Maintenance and Facilities Replacement. Nothing is budgeted for the Park/Median Maintenance activity because there is no funding.

Facilities Maintenance 765701

This activity accounts for the facilities maintenance activity which includes electricity, natural gas and other utilities, the cleaning contract, daily maintenance and minor repairs.

Revenues

Departmental fees are the main source of revenue for this activity. Proposed departmental charges for 2017 are \$3,552,098. Departmental charges for 2018 are \$3,765,249. These charges are included in the General Fund and other funds' budgets. Approximately 65% of these charges are located in the General Fund and represent 3% of total General Fund expenses.

Expenses

Total expenses for 2017 are proposed to be \$3,581,154. Proposed expenses for 2018 are \$3,643,212.

Working Capital

Projected working capital at year-end 2016 is \$1,870,590. Working capital at year-end 2017 is projected to be \$548,584 after a planned spend down of \$22,006 and a transfer of working capital to the Replacement activity of \$1,300,000. Working capital for 2018 is proposed to be \$679,621. This activity is undergoing some modifications which will help track expenses more closely and account for more capital projects in the Replacement activity. The working capital goal for this activity is two months of operating expenses, or \$597,000, for 2017 and \$607,000 for 2018. There is a long-term plan in place for this activity to monitor working capital compared with the working capital goal.

Parks Facility Maintenance 765704

This activity provides for the maintenance of miscellaneous City park buildings and other park assets. A restructuring of Public Works charges for Parks Maintenance activities provides for funding in a consolidated account in this fund. All park maintenance related costs appear here instead of part here and part in the General Fund and will be funded by a comparable charge to the General Fund. Another aspect of this restructuring is extensive use of work orders to facilitate reporting and accurate location of work done for charges allocated.

Revenues

As noted, this activity is funded by charges to the Parks and Recreation Department. Revenue for 2017 is proposed to be \$5,854,791. The proposed budget for 2018 is \$6,151,215.

Expenses

Proposed 2017 expenses are \$5,673,814. Budgeted expenses for 2018 are \$5,928,721.

Working Capital

Working capital for 2017 is proposed to be \$644,453 with a goal of \$488,000. For 2018 working capital is \$866,947.

Fire Station Maintenance 765705

This activity provides for the maintenance of all the City fire stations.

Revenues

This activity is funded by charges to the Fire Department. Revenue for 2017 is proposed to be \$319,675. The budget for 2018 is \$329,247.

Expenses

Proposed 2017 expenses are \$211,151. The 2018 budget is \$214,650.

Working Capital

Working capital for 2017 is proposed to be \$118,515 after a transfer of working capital to the Replacement activity with a goal of \$127,000. For 2018 working capital is \$133,112 after a transfer of working capital to the Replacement activity with a goal of \$127,000.

Cemetery Maintenance 765706

This activity provides for the maintenance of the City cemetery. This activity was formerly found in both Public Works and the City Clerk's Office in the General Fund. Total revenues and expenses for the cemetery operations are in a separate Cemetery Fund.

Revenues

This activity is funded by charges to the Cemetery Fund. Revenue for 2017 is proposed to be \$164,908. The budget for 2018 is \$125,638.

Expenses

Proposed expenses for 2017 are \$118,859 with a working capital balance of \$46,049. The proposed budget for 2018 is \$124,549 with a working capital balance of \$1,089. The working capital goal for this activity is \$0 as we try to budget revenues just meeting expenses.

Facilities Capital Improvement and Replacement – Police/City Hall 765702

This activity was developed in the same fashion as the City has developed the equipment replacement, PMP and the utility asset management system for infrastructure replacement to make the City organization even more sustainable in its service delivery by renewing and replacing its facilities when most cost effective over the long term. The fund's current concentration is on renewing major components to older City facilities, such as roof, HVAC and parking lot repairs and replacements. The long-term plan for this fund is to continue component replacement as well as having internal funding of accumulated depreciation to replace facilities that are beyond their useful life. Starting in 2012, Fire Station capital items were included in this budget.

Revenues

Revenues consist mainly of charges to departments and investment interest. Total revenue for 2017 is proposed to be \$6,300,911 which includes \$4,000,000 of bond proceeds to fund a fire station replacement. Charges to departments for 2017 are budgeted at \$2,262,661. These charges are included in the General Fund and other funds' budgets. Approximately 36% of these charges are located in the General Fund. Total revenues for 2018 are budgeted at \$2,561,961 which includes interest earnings.

Expenses

In 2014 Facilities Maintenance funded a Facilities study. The purpose of the study was to evaluate City buildings and building components, identify future capital repairs and develop a life cycle plan for the buildings. This Facilities study is similar to the Pavement Management Program for streets, the Fleet program for equipment and Asset Management for water, sanitary sewer and storm sewer utilities. These long range plans provide an initial assessment of the asset, create a capital improvement plan, and establish a life cycle and potential replacement schedule.

The major components of a building have scheduled maintenance intervals and an expected life cycle as shown in the following:

- Roofing: 15-20 years for single ply rock ballasted; 20-25 years for three ply bituminous. The newer buildings have the single ply roof.
- Mechanical: small units such as furnaces have a 15-20 year life. Roof top units 25 year life. Boilers 50 years. Chillers 25 years. Infra-red heaters 10 years.
- Parking lots. Seal coat every 7 years, Overlay 21 years, reconstruct 45 years.
- Doors (exterior and garage): 15-20 years.
- Technical: (Closed Circuit TV, key cards system): 10-15 years.
- Landscaping: 12-16 years.
- Flooring/carpeting: 5-10 years.

As a separate initiative, Facilities staff will be working with other City staff to determine if smaller outbuildings and park buildings still meet the needs of the occupants or the primary using departments. Those buildings no longer necessary to City functions could be eliminated.

Debt service payments for Civic Plaza construction began in 2001 and continue until 2021. This debt has been refinanced with lower payments and the same debt service

ending date. Payment of \$663,723 is budgeted for 2017 for debt service on these bonds.

Capital expenses of \$5,850,000 are proposed for 2017 which includes \$4,000,000 for a new fire station. Capital expenses of \$1,650,000 are planned for 2018 which includes roofing replacement and parking lot paving for selected City facilities that are now beyond their useful life. Projects were chosen from the facilities study based on need and available funding.

Working Capital

Estimated working capital at year end 2016 is \$5,510,849. Proposed working capital for 2017 is \$6,488,037 which includes transfers of working capital from Operations and the Fire Station Maintenance activities. The working capital goal for this activity is \$6,719,582 for 2017, which provides the capacity to begin to grow reserves for major capital component replacement. Working capital for 2018 is \$5,886,985 with a working capital goal of \$6,921,169.

Recommendation

Staff recommends adoption of the City Manager's 2017 Proposed Budget and conceptual approval of the 2018 budget.

CITY OF BLOOMINGTON
FACILITY & PARKS MAINTENANCE - FUND 7700
BUDGET SUMMARY

DESCRIPTION	2015	2016			2017		2018	
	ACTUAL	ACTUAL	REVISED	ESTIMATE	PROPOSED	% CHANGE 2016/2017	PROPOSED	% CHANGE 2017/2018
MAINTENANCE (6901)								
REVENUES								
CHARGES TO DEPARTMENTS	3,138,492	3,533,896	3,533,896	3,532,897	3,552,098	0.5%	3,765,249	6.0%
TRANSFER-IN	0	0	0	0	0		0	
OTHER	3,976	300	300	7,600	300	0.0%	300	0.0%
INTEREST	6,000	4,200	4,200	7,605	6,750	60.7%	8,700	28.9%
TOTAL REVENUES	3,148,468	3,538,396	3,538,396	3,548,102	3,559,148	0.6%	3,774,249	6.0%
EXPENSES								
WAGES & BENEFITS	845,840	1,117,718	1,117,718	933,585	963,474	-13.8%	976,825	1.4%
MATERIALS & SUPPLIES	2,276,316	2,646,294	2,646,294	1,739,018	2,617,680	-1.1%	2,666,387	1.9%
CAPITAL	0	0	116,500	0	0		0	
TRANSFER OUT	0	0	0	0	0		0	
TOTAL EXPENSES	3,122,156	3,764,012	3,880,512	2,672,603	3,581,154	-4.9%	3,643,212	1.7%
GAIN (LOSS)	26,312	(225,616)	(342,116)	875,499	(22,006)		131,037	
WORKING CAPITAL BALANCE	995,091	413,364	652,974	1,870,590	548,584		679,621	
WORKING CAPITAL GOAL	260,000	289,000	289,000	289,000	597,000		607,000	
PARKS FACILITY MAINTENANCE (6910)								
REVENUES								
CHARGES TO DEPARTMENTS	5,155,709	5,841,538	5,841,538	5,841,538	5,854,791	0.2%	6,151,215	5.1%
OTHER REVENUE	16,676	0	0	0	0		0	
TOTAL REVENUES	5,172,385	5,841,538	5,841,538	5,841,538	5,854,791	0.2%	6,151,215	5.1%
EXPENSES								
WAGES & BENEFITS	2,379,688	2,774,207	2,774,207	2,667,764	2,870,455	3.5%	2,902,532	1.1%
MATERIALS & SUPPLIES	2,380,477	2,675,766	2,675,766	2,675,766	2,653,359	-0.8%	2,876,189	8.4%
CAPITAL	112,371	386,492	386,492	386,492	150,000	-61.2%	150,000	
TRANSFER OUT	0	0	0	0	0		0	
TOTAL EXPENSES	4,872,536	5,836,465	5,836,465	5,730,022	5,673,814	-2.8%	5,928,721	4.5%
GAIN (LOSS)	299,849	5,073	5,073	111,516	180,977		222,494	
WORKING CAPITAL BALANCE	351,960	357,033	357,033	463,476	644,453		866,947	
WORKING CAPITAL GOAL	431,000	487,000	487,000	487,000	488,000		513,000	
FIRE STATION MAINTENANCE (6911)								
REVENUES								
CHARGES TO DEPARTMENTS	296,040	309,075	309,075	309,075	319,675	3.4%	329,247	3.0%
TOTAL REVENUES	296,040	309,075	309,075	309,075	319,675	0	329,247	3.0%
EXPENSES								
WAGES & BENEFITS	32,135	43,708	43,708	43,708	35,161	-19.6%	36,129	2.8%
MATERIALS & SUPPLIES	158,997	180,216	180,216	180,216	175,990	-2.3%	178,521	1.4%
TOTAL EXPENSES	191,132	223,924	223,924	223,924	211,151	-5.7%	214,650	1.7%
GAIN (LOSS)	104,908	85,151	85,151	85,151	108,524	0	114,597	
TRANSFER WORKING CAP TO REPLACE	0	(105,000)	(105,000)	(105,000)	(75,204)		(100,000)	
WORKING CAPITAL BALANCE	189,991	166,919	99,992	99,991	118,515		133,112	
WORKING CAPITAL GOAL	115,000	116,000	116,000	116,000	127,000		127,000	
CEMETERY MAINTENANCE (6912)								
REVENUES								
CHARGES TO DEPARTMENTS	70,128	134,904	134,904	134,904	164,908	22.2%	125,638	-23.8%
TOTAL REVENUES	70,128	134,904	134,904	134,904	164,908	22.2%	125,638	-23.8%
EXPENSES								
WAGES & BENEFITS	75,751	70,457	70,457	70,457	60,831	-13.7%	61,127	0.5%
MATERIALS & SUPPLIES	82,558	62,299	62,299	62,299	58,028	-6.9%	63,422	9.3%
CAPITAL	25,295	0	0	0	0		0	
TOTAL EXPENSES	183,604	132,756	132,756	132,756	118,859	-10.5%	124,549	4.8%
GAIN (LOSS)	(113,476)	2,148	2,148	2,148	46,049		1,089	
WORKING CAPITAL BALANCE	(48,197)	(1,914)	(1,913)	(46,049)	0		1,089	
REPLACEMENT (6902)								
REVENUES								
CHARGES TO DEPARTMENTS	2,161,662	2,134,586	2,134,586	2,134,586	2,262,661	6.0%	2,512,661	11.0%
INTEREST	33,997	23,799	23,799	43,095	38,250		49,300	
OTHER REVENUE	120,000	0	0	0	4,000,000		0	
TOTAL REVENUES	2,315,660	2,158,385	2,158,385	2,177,681	6,300,911	191.9%	2,561,961	-59.3%
EXPENSES								
MATERIALS & SUPPLIES	108,218	375,000	375,000	375,000	200,000	-46.7%	200,000	0.0%
DEBT SERVICE - BLDG LEASE	552,463	660,348	660,348	660,348	663,723	0.5%	663,013	-0.1%
DEBT SERVICE - PW STORAGE	77,923	37,391	37,391	37,391	0	-100.0%	750,000	
TRANSFER OUT	0	0	0	0	0		0	
CAPITAL	719,503	1,000,000	1,325,000	317,608	5,850,000	485.0%	1,650,000	-71.8%
TOTAL EXPENSES	1,458,106	2,072,739	2,397,739	1,390,347	6,713,723	223.9%	3,263,013	-51.4%
GAIN (LOSS)	857,554	85,646	(239,354)	787,334	(412,812)		(701,052)	
TRANSFER WORKING CAPITAL	75,204	90,000	89,999	90,000	1,390,000		100,000	
WORKING CAPITAL BALANCE	4,633,515	4,573,493	4,723,514	5,510,849	6,488,037		5,886,985	
WORKING CAPITAL GOAL	6,333,850	6,523,866	6,719,582	6,523,866	6,719,582		6,921,169	
WORKING CAPITAL BALANCE	6,132,302	5,518,838	5,841,543	7,898,856	7,799,588		7,567,753	
WORKING CAPITAL GOAL	7,139,850	7,415,866	7,611,582	7,415,866	7,931,582		8,168,169	
EXCESS OR (DEFICIENCY)	(1,007,548)	(1,897,028)	(1,770,039)	482,990	(131,994)		(600,416)	
TOTAL REVENUES	11,002,680	11,982,298	11,982,298	12,011,300	16,199,433		12,942,310	
TOTAL EXPENSES	9,827,533	12,029,896	12,471,396	10,149,652	16,298,701		13,174,145	
GAIN (LOSS)	1,175,147	(47,598)	(489,098)	1,861,648	(99,268)		(231,835)	
Accumulated Depreciation	\$11,793,228							
TOTAL DEPARTMENTAL CHARGES	10,822,031	11,953,999	11,953,999	11,953,000	12,154,133		12,884,010	
INTEREST ALLOC ON WC BAL	39,997	27,999	27,999	50,700	45,000		58,000	

FLEET MAINTENANCE FUND REVISIONS

ORIGINAL MODEL

	2017	2018	2019	2020	2021	2022	2023	2024
Department Charges	6,362,942	7,242,848	7,604,990	7,909,190	8,225,558	8,554,580	8,896,763	9,252,634
% increase from prior year	-3.0%	13.8%	5.0%	4.0%	4.0%	4.0%	4.0%	4.0%
Total Revenues	7,602,642	8,674,648	8,998,970	9,205,170	9,460,538	9,648,360	10,001,743	10,365,014
Total Expenses	7,781,721	8,666,263	9,316,188	8,847,525	11,108,899	9,197,668	9,708,271	10,887,350
Gain (Loss)	(179,079)	8,385	(317,218)	357,645	(1,648,361)	450,692	293,472	(522,336)
Working Capital	5,614,019	5,622,405	5,305,188	5,662,833	4,014,471	4,465,163	4,758,635	4,236,299
Working Capital Goal	3,899,014	4,078,163	4,383,337	4,342,841	4,384,199	4,330,556	4,568,000	5,006,888
% of working capital goal	144%	138%	121%	130%	92%	103%	104%	85%

AS REVISED

Department Charges		6,062,942	7,042,848	7,394,990	7,764,740	8,230,624	8,724,462	9,247,929	9,710,326
% increase from prior year	4	-7.5%	16.2%	5.0%	5.0%	6.0%	6.0%	6.0%	5.0%
Total Revenues	2,3	7,302,642	8,474,648	8,775,370	9,041,620	9,442,404	9,794,642	10,333,109	10,811,106
Total Expenses	5	7,824,697	8,664,914	9,314,798	8,846,093	11,107,425	9,196,150	9,706,707	10,885,739
Gain (Loss)		(522,055)	(190,266)	(539,428)	195,527	(1,665,021)	598,492	626,402	(74,633)
Working Capital		5,271,043	5,080,778	4,541,350	4,736,877	3,071,856	3,670,348	4,296,750	4,222,117
Working Capital Goal	1	4,498,898	4,507,332	4,064,336	4,330,964	4,741,447	4,707,187	5,189,800	5,344,854
% of working capital goal		117%	113%	112%	109%	65%	78%	83%	79%

Working Capital Legend

	90% or greater of working capital goal
	80% to 89.9% of working capital goal
	below 80% of working capital goal

Notes:

- 1 Added a working capital goal in revised model to include Fire Small Equip. expenses (approx. \$600,000)
- 2 \$300,000 taken out of 2017 Departmental Charges
- 3 \$200,000 taken out of 2018 Departmental Charges
- 4 Departmental charges have a greater increase in 2018 and 2020 - 2024 than in original model
- 5 One additional vehicle added in Fire Equipment Replacement in 2017

FLEET MAINTENANCE FUND REVISIONS

AS REVISED

IF \$200,000 NOT TAKEN OUT OF 2018

Department Charges		6,062,942	7,242,848	7,604,990	7,985,240	8,464,354	8,972,216	9,510,549	9,986,076
% increase from prior year	4	-7.5%	19.5%	5.0%	5.0%	6.0%	6.0%	6.0%	5.0%
Total Revenues	2,3	7,302,642	8,674,648	8,990,370	9,272,520	9,692,334	10,064,796	10,624,829	11,123,356
Total Expenses	5	7,824,697	8,664,914	9,314,798	8,846,093	11,107,425	9,196,150	9,706,707	10,885,739
Gain (Loss)		(522,055)	9,734	(324,428)	426,427	(1,415,091)	868,646	918,122	237,617
Working Capital		5,271,043	5,280,778	4,956,350	5,382,777	3,967,686	4,836,332	5,754,454	5,992,071
Working Capital Goal	1	4,498,898	4,586,399	4,129,335	4,405,964	4,830,452	4,797,190	5,293,798	5,452,858
% of working capital goal		117%	115%	120%	122%	82%	101%	109%	110%

Request for Council Action

Originator City Manager	Item Supplemental Cultural Arts Grant
Agenda Section Organizational	Date 9/26/2016
Description	

At a study session on September 12, 2016, the City Council met with leadership from Artistry, one of the City's partner arts organizations in the Bloomington Center for the Arts, to discuss the future direction of Artistry and its relationship with the City.

Artistry has been engaged in a strategic planning process and in recent years has made a number of changes that are transforming the organization, its artistic focus and offerings, and its financial position. The City of Bloomington has a significant interest in the success of Artistry given its prominent role in producing theater, gallery programming, and arts education at the Bloomington Center for the Arts (BCA), and providing box office services for most of the non-profit arts organizations using BCA. In addition, Artistry is a key partner of the City's in South Loop creative placemaking efforts.

Artistry's board and staff leadership believe the future of the organization depends on its ability to develop engaging arts programming that reflects our contemporary society while honoring and maintaining some traditional and familiar pieces; attract a broader and more diverse audience to ensure growth in patrons and participants; and, continue growing a regional reputation that has produced recent rave reviews for artistic excellence. These priorities are in alignment with the City's strategic priorities for 2017-2020, particularly as they relate to Community Image and Diversity and Equity.

The transition from a traditional community theater/arts organization to a regionally celebrated and supported one will not occur overnight. Accordingly, ensuring a more predictable funding environment is critical if Artistry is to successfully navigate the next few years. Artistry believes that a "bridge" campaign to raise roughly \$1.5 million through 2020 is necessary to build the organization's capacity for marketing and development, move past break-even operating budgets, and create a working capital fund to better manage the financial volatility that is not unusual for arts organizations.

The bridge campaign proposed by Artistry is designed to help the organization move to a model where its annual operating budget is 60% earned revenue and 40% contributed (donor) revenue, and includes consideration of a supplemental cultural arts grant from the City of Bloomington to leverage contributions from individual and corporate donors.

Staff was asked to provide some additional information regarding in-kind support of Artistry by the City as well as any information about the economic impact and reputational impact of arts to a community. At the time the agenda packet was prepared, this information was still being compiled. It will be provided to City Council prior to the meeting and mentioned during presentation of the item.

Following discussion at the study session, City Council directed staff to negotiate an agreement with Artistry to outline the terms of a multi-year commitment to a supplemental cultural arts grant intended to provide bridge funding as Artistry enters into the "quiet phase" of a capital campaign and a multi-year fundraising effort.

In exchange for a funding commitment through June 30, 2020, the Memorandum of Understanding includes two ex-officio board seats for the City; establishes minimum arts programming requirements for Artistry; assures box office operations continue; and, provides continued coordination and cooperation with the City's cultural arts program to minimize conflicts and not disadvantage other BCA arts partners.

The City maintains the right to terminate the MOU with six (6) months of notice and also may reduce its contribution if Artistry's fundraising campaign exceeds its goals.

If the MOU is approved, there are two possible sources for the 2016 allocation; the Strategic Priorities Fund or the Contingency Fund. Also, if the MOU is approved, staff will incorporate allocations for the next two years into the 2017 Budget and 2018 Conceptual Budget for Council consideration and adoption in December 2016.

Item created by: City Manager

Presenter: James D. Verbrugge, City Manager

Requested Action

Motion and second to approve the Memorandum of Understanding with Artistry for a Supplemental Cultural Arts Grant.

Attachments:

Memorandum of Understanding

Artistry “Next Generations” Campaign Overview

SUPPLEMENTAL CULTURAL ARTS GRANT FOR ARTISTRY

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (“MOU”) is made and entered into this ____ of September, 2016, by and between the City of Bloomington, a Minnesota municipal corporation located at 1800 West Old Shakopee Road, Bloomington Minnesota 55431 (“City”), and Bloomington Theatre and Art Center dba Artistry, a Minnesota nonprofit corporation located at 1800 West Old Shakopee Road, Bloomington Minnesota 55431 (“Artistry”).

RECITALS

WHEREAS, pursuant to the City’s 2016 Cultural Arts Grant Funding Request for Proposal, Artistry applied for a grant and on June 27, 2016, the City Council awarded Artistry with a grant for \$80,000 (“Grant”); and

WHEREAS, Artistry paid \$61,376 in user fees to the City for Artistry’s fiscal year ending June 30, 2016; and

WHEREAS, Artistry produces more than 60 percent of current programming and approximately three-quarters of all performing arts programming in the Bloomington Center for the Arts (“BCA”) and is a vital community asset serving Bloomington residents of all ages and backgrounds; and

WHEREAS, Artistry’s vision for artistic excellence in quality and diversity of programming makes Artistry a key partner of the City in advancing the City’s strategic priorities; and

WHEREAS, Artistry is preparing to launch a multi-year bridge campaign to move from its current business model to one that serves a more diverse audience and is supported by a more balanced mix of contributed and earned incomes (“Campaign”); and

WHEREAS, Artistry requested that the City provide a multi-year supplemental cultural arts grant to assist Artistry during its transition and to leverage additional donor Campaign contributions (“Supplemental Grant”); and

WHEREAS, pursuant to Minnesota Statutes, Section 471.941 and the City Charter, the City Council desires to provide Artistry with a Supplemental Grant subject to certain conditions as set forth in this MOU and in exchange for cultural arts events and activities in the BCA during the term of this MOU.

NOW, THEREFORE, in consideration of the mutual covenants and promises expressed herein, and other good and valuable consideration, the receipt and sufficiency of which are acknowledged by both parties, the City and Artistry agree as follows:

AGREEMENT

1. Term and Termination.

- a. The effective date of this MOU is September 26, 2016, or the date the City obtains all required signatures, whichever is later. No payments will be made to Artistry until this MOU is fully executed.
- b. The termination date of this MOU is June 30, 2020, or earlier if terminated pursuant to the terms of this MOU. Either party may terminate this MOU with reason or for no reason at all after six months' written notice to the other party.

2. Consideration and Grant Payments.

- a. The City will provide Artistry with no more than the following Supplemental Grant payments on the following schedule pursuant to the terms of this MOU:
 - i. On or before December 31, 2016: \$300,000.00;
 - ii. On or before June 30, 2017: \$205,000.00;
 - iii. On or before June 30, 2018: \$205,000.00;
 - iv. On or before June 30, 2019: \$205,000.00; and
 - v. On or before June 30, 2020: \$200,000.00.
- b. In exchange for payments set forth in clause (a) of this section 2, Artistry agrees to comply with the terms of this MOU.

3. Conditions of Grant Payments.

- a. Private donor participation. The City will provide Artistry with each 2017, 2018, 2019, and 2020 payment as set forth in Paragraph 2.a above, so long as Artistry is successful in raising certain amounts from private Campaign contributions by certain dates as shall be mutually agreed upon by the City and Artistry and providing proof of the same to the City prior to those certain dates. However, so long as Artistry raises at least fifty percent (50%) of its private Campaign contribution goal for each of the prior 12 months, the City shall grant Artistry no less than payments of \$175,000.000 on the schedule set forth in Paragraph 2.a above; and the City reserves the right to reduce the payments set forth in Paragraph 2.a above if in its determination Artistry meets or exceeds its private Campaign contribution goal(s).
- b. Ex-officio board members. Artistry shall amend its organizational documents to provide for the addition of two (2) board members that represent the City. The City's representatives shall be (1) a member of the City Council and (2) the City Manager or his or her designee from the City Manager's leadership team. Both ex-officio board members shall be non-voting members of Artistry's board of directors.
- c. Return on investment report. Artistry shall provide the City with an annual report by October 31 of each year beginning October 31, 2017, describing the City's return on its investment through measurements, which may include but are not limited to earned media value, program impact, audience composition, and receipts from earned and contributed sources.

- d. Existing artistry programs. Artistry shall ensure, quantify, and measure its continuation of arts education and outreach programs and exhibitions and provide the City with a report regarding the same by October 31 of each year beginning October 31, 2017. Artistry shall provide a minimum of seven (7) Greenberg Gallery exhibits, six (6) Atrium Gallery exhibits, and three (3) Schneider Theater productions at the BCA each calendar year.
 - e. Box office and related services. Artistry shall:
 - 1) Provide box office and will call services for City and other resident arts organization performances, provided Artistry may change box office hours as needed to ensure efficient operations without unduly limiting patron access;
 - 2) Not charge the City any fees for box office or will call services other than merchant fees and postage;
 - 3) For a reasonable fee, provide other resident arts groups with (a) access to and use of the integrated marketing and fund development functions of any new database that Artistry may acquire and (b) box office and front of house services. Artistry shall provide the same database access and use to the City without charge. Further, upon the request of Continental Ballet Company, Artistry shall allow Continental Ballet to access and to use any new database and box office and front of house services for a reasonable fee.
 - f. Scheduling and access. City will not decrease access or guarantee increased access for Artistry or other resident arts organizations to facilities within the BCA from 2016 levels without providing sixty (60) days' notice. Notwithstanding the former, Artistry and City recognize the need to negotiate a mutually beneficial arrangement for the use of BCA theatres for production support and agree to negotiate before December 31, 2016. Artistry's space requests must continue to be submitted to and approved by the City.
 - g. Coordination. Artistry shall ensure its arts outreach activities work in concert with, and do not conflict with, programs conducted or planned by the City's Cultural Arts program. Artistry agrees to cooperate with the other resident organizations regarding BCA programming, access, coordination and related matters.
 - h. Naming rights. Artistry does not have naming rights for any BCA spaces and shall secure City approval before discussing any naming opportunities with potential Campaign donors. Nothing in this clause shall be read to be in conflict with that certain Agreement between the City and Bloomington Fine Arts Council for the Bloomington Center for the Arts dated November 16, 2000 and as amended February 4, 2002.
4. No guarantee. Supplemental grant payments under this MOU do not in any way guarantee or prohibit other or additional city cultural arts funding for Artistry through the City's annual cultural arts funding grant program. Artistry shall remain eligible for the City's annual cultural arts funding program as any other applicant for the same funds.

5. Modification. Any amendments to this MOU must be in writing and will not be effective until it has been executed and approved by the same parties who executed and approved the original grant agreement, or their successors in office.
6. Assignment. Artistry shall neither assign nor transfer any rights or obligations under this MOU without the prior written consent of the City and approval by the same parties that executed and approved this MOU, or their successors in office.
7. Subcontracting. As required by state law, Artistry must pay all subcontractors, less any retainage, within 10 (ten) calendar days of Artistry's receipt of payment from the City and must pay interest at the rate of one and one half percent per month or any part of a month to a subcontractor on any undisputed amount not paid in time to the subcontractor.
8. Waiver. If the City fails to enforce any provision of this MOU, that failure does not waive the provision or the City's right to enforce it.
9. Entire Agreement. This MOU contains all negotiations and agreements between the City and Artistry. No other understanding regarding this MOU, whether written or oral, may be used to bind either party.
10. Indemnification. Artistry agrees to indemnify, save, and hold the City, its agents, officials, and employees harmless from any claims or causes of action, including reasonable attorneys' fees which it, or its agents or contractors may hereinafter sustain, incur, or be required to pay, including reasonable attorneys' fees which it, or its agents or contractors may hereinafter sustain, incur, or be required to pay, including attorney's fees incurred by the City, arising from the performance of this MOU by Artistry or its agents or employees. Nothing in this MOU shall be construed as a waiver by the City of any immunities, defenses, or other limitations on liability to which the City is entitled by law, including but not limited to the maximum monetary limits on liability established by Minnesota Statutes, Chapter 466 or otherwise.
11. Insurance. Artistry must keep sufficient and reasonable insurance in force at all times. The insurance must name the City as an additional insured. Artistry shall furnish proof of insurance acceptable to the City and include at least the following:
 - a. Commercial general liability: Artistry shall maintain commercial general liability insurance in these amounts: bodily injury in the amount of at least \$500,000 per individual and \$1,500,000 for injuries or death arising out of each occurrence; and
 - b. Property insurance: Artistry shall maintain property damage liability insurance in the amount of \$1,500,000 for each occurrence.
 - c. Artistry may use a combination of commercial general liability and umbrella coverage, as long as the City approves such use and it is evidenced on the certificate of insurance naming the City as an additional insured on both policies. The umbrella needs to be a following form coverage and provide a thirty (30) day notice of cancellation.

- d. Workers compensation: Artistry shall carry workers compensation insurance as required by Minnesota Statutes, Section 176.181, subdivision 2.
 - e. Notification and cancellation: Artistry agrees that said policies are non-cancelable and the City must be provided with documents evidencing replacement coverage prior to any cancellation. Artistry agrees to notify the City at least thirty (30) days prior to cancellation or change by Artistry or the insurance company in any of the aforementioned insurance policies.
12. State Audits. Pursuant to Minnesota Statutes, Section 16B.98, Artistry's books, records, documents, and accounting procedures and practices of Artistry or other party relevant to this MOU are subject to examination by the State or the State Auditor or Legislative Auditor, or some or all as appropriate, for a minimum of six years from the end of this MOU, receipt and approval of all final reports, or the required period of time to satisfy all state and program retention requirements, whichever is later.
13. Government Data Practices. Artistry must comply with the Minnesota Government Data Practices Act, Minnesota Statutes, Chapter 13, as it applies to all data provided by the City pursuant to this MOU, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by Artistry.
14. Intellectual Property Rights. All rights, title, and interest in all of the intellectual property rights, including copyrights, patents, trade secrets, trademarks, and service marks in the works and documents created and paid for pursuant to this MOU shall be owned by Artistry.
15. Workers' Compensation. Artistry certifies that it is in compliance with Minnesota state law pertaining to workers' compensation insurance coverage. Artistry's employees and agents will not be considered City employees. Any claims that may arise under the Minnesota Workers' Compensation Act on behalf of these employees and any claims made by any third party as a consequence of any act or omission on the part of these employees are in no way the City's obligation or responsibility.
16. Publicity and Endorsement. Any publicity regarding the subject matter of this MOU must not be released without prior written approval from the City's Authorized Representative. For purposes of this provision, publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for Artistry individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this grant agreement. Artistry must not use the City's logo or state that the City endorses its Campaign, products, or services.
17. Venue. This MOU shall be construed according to the laws of the state of Minnesota. Venue for all legal proceedings out of this MOU, or its breach, must be in the appropriate state or federal court with competent jurisdiction in Hennepin County, Minnesota.
18. Applicable law. Artistry shall comply with all applicable local, state, and federal laws, regulations, and ordinances, including but not limited to those relating to nondiscrimination, affirmative action, and equal opportunity, now or hereafter enacted and any amendments

thereto, including, but not limited to, Minnesota Statutes, Chapter 363 (the Minnesota Human Rights Act) and the Americans with Disabilities Act and ADA Amendments Act of 2008.

19. Severability. Any provision of this MOU which is void or unenforceable may be severed from the remaining provisions without affecting the enforceability of the remaining provisions.
20. Authorized Representative. The City's authorized representative is Center for the Arts Manager. Artistry's authorized representative is its Executive Director.
21. Notice. Any communication which must be sent by one party to the other shall be considered properly sent if hand delivered or sent by United States mail, registered or certified, postage prepaid and mailed to the following:
 - a) As to the City:

City of Bloomington
1800 West Old Shakopee Road
Bloomington, MN 55431
Attn: City Manager
cc: City Attorney
 - b) As to Artistry:

Artistry
1800 West Old Shakopee Road
Bloomington, MN 55431
Attn: Executive Director
22. Recitals. The City and Artistry agree that the foregoing Recitals are true and correct and are fully incorporated in this MOU.
23. Authority to Execute. The signatories to this MOU have the requisite authority to execute this Agreement on behalf of their respective entities.
24. Execution in Counterparts. This MOU may be executed and delivered in two or more counterparts, each of which, when so delivered, shall be an original, but such counterparts shall together constitute but one and the same instrument and agreement.

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Signature Page to Supplemental Cultural Arts Grant For Artistry MOU

IN WITNESS WHEREOF, the duly authorized representatives of the City and Artistry have executed this MOU in duplicate as the date set forth below.

CITY OF BLOOMINGTON, MINNESOTA

Dated: _____

By: _____
Mayor

Dated: _____

By: _____
City Manager

Approved as to form by the City Attorney: _____

ARTISTRY

Dated: _____

By: _____
President

Dated: _____

By: _____
Executive Director

Artistry “Next Generations” Campaign Overview

Campaign Funds Uses	Approximate Total Amount	Campaign Funds Secured/Spent
<p>Program support to:</p> <ul style="list-style-type: none"> Produce a wider variety of theater and arts experiences to expand and enrich audiences at Center for the Arts Make theater and arts education accessible to people of all ages/backgrounds through expanding citywide outreach partnerships, ticket discounts, etc. Hire and retain talented, diverse artists to sustain excellent program quality for years to come 	\$500,000	2016 - 2019
Marketing, resource development, and technology investments to:		
<ul style="list-style-type: none"> Attract a larger, more diverse local and regional audience to the Center for the Arts and other Bloomington-based arts programming Increase contributed revenue from corporate sponsorships and individual donors and initiate a planned giving program Seek increased foundation funding for specific programs and projects 	\$430,000	2017 - 2020
Adequate capitalization to:		
<ul style="list-style-type: none"> Transition to optimal staff/program structure for mission fit and future fundability Manage cash flow without reliance on line of credit Address unfavorable variations in revenue relative to budget Build operating reserve 	\$550,000	2016 – 2020

In addition to support from the City of Bloomington through a multiyear supplemental cultural arts grant, funding sources will include major individual gifts, corporate sponsorships, and a grassroots appeal in the Campaign’s public phase.